

**NORTH SANPETE SCHOOL DISTRICT
REQUEST FOR PROPOSALS
MOUNT PLEASANT ELEMENTARY SCHOOL
HYDRONIC BOILER REPLACEMENT PROJECT**

RFP No. 27-001

Issue Date: July 20, 2026

Proposal Due Date: August 10, 2026

SECTION 1: Notice Of Request For Proposals

North Sanpete School District (“District”) solicits sealed proposals from qualified and licensed contractors for the replacement of hydronic heating boiler systems at Mount Pleasant Elementary School located at 400 East 579 South, Mount Pleasant, Utah 84647 (“Project”).

The Project includes, but is not limited to:

- Removal and disposal of existing boiler systems;
- Furnishing and installation of new hydronic condensing boilers;
- Associated mechanical, electrical, venting, controls, and plumbing work;
- Integration with the District’s Yamas Building Automation System;
- Startup and commissioning;
- Training of District personnel;
- Warranty registration and documentation;
- All labor, materials, permits, equipment, supervision, and incidentals necessary to provide a complete and operational system.

The District has determined this procurement constitutes a construction project and public works improvement under Utah law. The District reserves the right to reject any or all proposals, waive informalities, request clarifications, negotiate with proposers, and award the Contract to the proposer whose proposal is determined to be in the best interests of the District.

SECTION 2: Procurement Authority and General Conditions

2.1 Authority

This Request for Proposals (“RFP”) is issued by North Sanpete School District (“District”) pursuant to the authority granted to local education agencies under Utah law to procure construction services, materials, equipment, and related professional services necessary for the operation, maintenance, repair, renovation, and improvement of District facilities. This procurement shall be conducted in accordance with:

- Utah Procurement Code, Title 63G, Chapter 6a;
- Applicable provisions of Utah Administrative Code;
- North Sanpete School District procurement policies and procedures;
- Applicable public works requirements;
- Applicable federal, state, and local laws and regulations.

To the extent any conflict exists between solicitation documents, applicable law shall control.

2.2 Procurement Method

The District has determined that this procurement involves the renovation and improvement of an existing public-school facility and constitutes a construction procurement. The District is utilizing a Request for Proposals (RFP) process because the District intends to evaluate qualifications, technical compliance, project approach, experience, service capability, schedule, warranty support, and cost in determining best value. Award will not be based solely upon price. The District reserves the right to consider all factors identified in this RFP in determining the proposal that provides the greatest overall benefit and value to the District.

2.3 Best Value Procurement

This procurement is intended to result in the selection of the proposer whose submission is determined to be the most advantageous to the District. The District may consider:

- Price;
- Technical compliance;
- Relevant experience;
- Qualifications of personnel;
- Service capabilities;
- Schedule;
- Warranty support;
- References;
- Long-term operational considerations;
- Any other factors identified in this solicitation.

The District is not required to award a contract to the lowest-priced proposer.

2.4 Public Works Construction Project

The District has determined that the work contemplated by this solicitation constitutes a public construction project involving the replacement and modernization of permanently installed building mechanical systems. The successful contractor shall be responsible for providing all labor, materials, supervision, equipment, permits, inspections, commissioning services, and incidentals necessary to provide a complete and operational installation. The resulting contract shall be treated as a public works construction contract.

2.5 Governing Law and Venue

This solicitation and any resulting contract shall be governed by the laws of the State of Utah. Any action arising from or relating to this solicitation or any resulting contract shall be brought in a court of competent jurisdiction located within the State of Utah unless otherwise required by law. The contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes.

2.6 Addenda

The District reserves the right to modify this solicitation through written addenda. Only written addenda issued by the District shall be binding. Verbal statements, interpretations, or representations shall not modify the requirements of this solicitation. Proposers shall acknowledge receipt of all addenda submitted prior to the proposal due date.

2.7 Cost of Proposal Preparation

The District shall not be liable for any costs incurred by proposers in preparing, submitting, presenting, clarifying, negotiating, or otherwise participating in this procurement process. All costs incurred by proposers shall be borne solely by the proposer.

2.8 Reservation of Procurement Rights

The District expressly reserves the right to:

- Reject any proposal;
- Reject all proposals;
- Waive minor informalities or irregularities;
- Request clarification of proposal contents;
- Request additional information;
- Conduct discussions with one or more proposers;
- Negotiate contract terms;
- Request revised proposals;
- Request best and final offers;
- Cancel this solicitation at any time;
- Reissue the solicitation;
- Award in whole or in part;
- Make multiple awards if determined to be in the District's best interests;
- Take any action permitted by law and District policy.

The exercise of any of these rights shall not create liability on the part of the District.

2.9 No Obligation to Award

Issuance of this solicitation does not obligate the District to award a contract, expend funds, or proceed with the Project. Any award shall be contingent upon:

- Availability of funding;
- Approval by the District's governing board, if required;
- Successful contract negotiations;
- Verification of contractor qualifications;
- Verification of insurance and bonding requirements.

Until a written agreement has been executed by all parties, no contractual rights shall exist.

2.10 Public Records

Proposals submitted in response to this solicitation shall become the property of the District and may constitute public records subject to disclosure pursuant to the Utah Government Records Access and Management Act (GRAMA), Utah Code Title 63G, Chapter 2. Any proposer claiming that portions of its proposal are protected from disclosure shall clearly identify the specific information claimed to be protected and provide the legal basis for such claim. The District shall make all disclosure determinations in accordance with applicable law.

2.11 Ethical Conduct

By submitting a proposal, the proposer certifies that it has complied with applicable procurement laws and ethical standards and that the proposal has been submitted in good faith. The District may reject any proposal submitted by a proposer determined to be in violation of applicable

procurement laws, debarred from public contracting, prohibited from contracting under applicable law, or otherwise determined to be non-responsible.

SECTION 3: Project Description

3.1 Project Overview

North Sanpete School District (“District”) is soliciting proposals from qualified and licensed contractors to provide a complete turnkey replacement of the existing hydronic heating boiler systems serving Mount Pleasant Elementary School located at:

Mount Pleasant Elementary School
400 East 579 South
Mount Pleasant, Utah 84647

The Project includes the removal, disposal, furnishing, installation, startup, commissioning, and integration of replacement hydronic boiler equipment and all associated systems necessary to provide a complete and fully operational heating system. The District intends to replace aging mechanical equipment with modern, high-efficiency condensing boiler systems that improve reliability, energy efficiency, maintainability, operational visibility, and long-term serviceability. The District anticipates the total project cost to be approximately Three Hundred Thousand Dollars (\$300,000), although actual pricing shall be determined through the competitive procurement process.

3.2 Project Objectives

The primary objectives of this Project are to:

- Improve Reliability
- Improve Energy Efficiency
- Improve Maintainability
- Improve Monitoring and Operational Control
- Preserve Educational Operations
- Preserve Manufacturer Warranty Coverage

3.3 Existing Conditions

The existing facility is served by hydronic heating boiler equipment that has reached a stage in its lifecycle where replacement is warranted. The District intends for the successful Contractor to evaluate existing field conditions and provide all labor, materials, equipment, services, coordination, and incidentals necessary to complete the Project. Information regarding existing equipment and site conditions is provided for informational purposes only. The District does not warrant the completeness or accuracy of any information provided regarding existing conditions. Contractors are encouraged to conduct site visits and perform independent investigation prior to submitting a proposal. Submission of a proposal shall constitute acknowledgment that the proposer has independently evaluated the site and conditions affecting the Work.

3.4 General Scope of Work

The Project generally includes, but is not limited to:

Mechanical Work

- Removal of existing boiler equipment;

- Removal of associated components as required;
- Furnishing and installation of replacement boiler equipment;
- Installation of pumps, valves, gauges, sensors, controls, accessories, and appurtenances;
- Modification of piping systems as required;
- Insulation restoration and replacement;
- Testing and balancing/adjusting as required.

Electrical Work

- Removal of obsolete electrical components;
- Electrical service modifications required to support replacement equipment;
- High-voltage and low-voltage connections;
- Controls wiring;
- Startup support and testing.

Controls Integration

- Coordination with the District's existing Yamas Building Automation System;
- Provision of all gateways, programming, interfaces, and integration services required to establish full communication between the boiler system and the BAS;
- Verification of operational functionality prior to final acceptance.

Venting and Combustion Systems

- Removal or modification of existing venting systems as necessary;
- Installation of new venting systems;
- Roof penetrations, flashing, weatherproofing, and associated repairs;
- Compliance with applicable manufacturer requirements and code requirements.

Condensate Management

- Installation of condensate drainage systems;
- Installation of condensate neutralization equipment;
- Connection to approved drainage systems.

Startup and Commissioning

- Factory-authorized startup;
- Functional testing;
- Operational verification;
- Commissioning activities;
- Training of District personnel.

Project Closeout

- As-built documentation;
- Operation and maintenance manuals;
- Warranty registration;
- Warranty documentation;
- Final testing reports;
- Training documentation.

3.5 Building Automation System Requirements

The District currently utilizes a Yamas Building Automation System for monitoring and control of facility HVAC systems. The successful Contractor shall coordinate directly with the District and the District's BAS provider to ensure complete integration of the new boiler system. At a minimum, the integration shall provide visibility of:

- Boiler status;
- Boiler alarms;
- Supply water temperature;
- Return water temperature;
- Setpoints;
- Operating modes;
- Firing rates;
- Runtime information;
- Fault conditions;
- Any other operational data customarily available through modern boiler control systems.

The Contractor shall provide all hardware, software, programming, gateways, licenses, and services necessary to achieve complete integration.

3.6 Occupied Facility Requirements

Mount Pleasant Elementary School is an active educational facility. The Contractor shall conduct operations in a manner that protects students, employees, visitors, and District property. The Contractor shall:

- Maintain safe work areas;
- Coordinate access with District personnel;
- Minimize disruptions to educational activities;
- Control dust, debris, noise, and odors;
- Comply with all applicable safety requirements;
- Secure all work areas when unattended.

The District reserves the right to impose reasonable restrictions on work activities occurring during school operations.

3.7 Project Schedule and Critical Completion Date

The District intends for this Project to be substantially completed no later than October 30, 2026. The successful Contractor shall provide sufficient personnel, supervision, materials, and resources to meet this schedule. Because heating system availability is critical to the operation of the facility, timely completion of the Project is an essential requirement of this procurement. The Contractor's proposed schedule shall be evaluated as part of the proposal review process. Failure to achieve the required completion date may result in assessment of liquidated damages as described elsewhere in this solicitation.

3.8 Project Completion Requirements

At completion of the Project, the District expects to receive:

- Fully operational hydronic boiler systems;
- Complete BAS integration;

- All required inspections and approvals;
- Successful startup and commissioning documentation;
- Manufacturer warranty documentation;
- Training for District personnel;
- Complete operation and maintenance documentation;
- A clean, safe, and fully functional mechanical room suitable for long-term operation and maintenance.

The Project shall not be considered complete until all contract requirements have been satisfied and final acceptance has been issued by the District.

3.9 Contract Award and Execution

Following approval by the North Sanpete School District Board of Education, if required, the successful Proposer shall be required to execute a written Construction Agreement prepared by the District. The Construction Agreement shall incorporate the requirements of this Request for Proposals, the successful Proposal, all Addenda, and any negotiated modifications accepted by the District. The successful Proposer shall provide all required insurance certificates, endorsements, performance and payment bonds, and other post-award documentation before execution of the Construction Agreement or issuance of a Notice to Proceed. No contractual relationship shall exist until a written Construction Agreement has been fully executed by both parties and a Notice to Proceed has been issued by the District.

SECTION 4: Procurement and Project Schedule

4.1 General Schedule Information

The District intends to complete procurement, contract execution, equipment acquisition, installation, commissioning, and final acceptance of the Project in accordance with the schedule identified in this Section. The schedule provided herein represents the District's anticipated timeline. The District reserves the right to revise dates, issue addenda, extend deadlines, or otherwise modify the schedule as necessary. Proposers shall carefully review the required completion dates and submit proposals only if they possess the resources, staffing, equipment, and scheduling capacity necessary to successfully complete the Project within the required timeframe. *Time is of the essence for this Project.*

4.2 Anticipated Procurement Schedule

The anticipated procurement schedule is as follows:

Milestone	Date
Request for Proposals Issued	Monday, July 20, 2026
Questions Due	Monday, August 3, 2026
Final Addendum Issued (if necessary)	Friday, August 7, 2026
Proposal Submission Deadline	Monday, August 10, 2026
Evaluation Period	August 11 through 17, 2026

Milestone	Date
Board Approval/Award	August 18, 2026
Contract Execution	August 19-21, 2026
Notice to Proceed	August 21, 2026

The District may modify any of the above dates by written notice or addendum.

4.3 Contractor Schedule Requirements

Each proposer shall submit a preliminary project schedule with its proposal. The schedule shall demonstrate the proposer's ability to complete the Project within the required timeframe and shall identify major project milestones, including:

- Contract execution;
- Procurement of equipment;
- Equipment delivery;
- Demolition and removal activities;
- Mechanical installation activities;
- Electrical installation activities;
- Controls integration;
- Startup and commissioning;
- Training;
- Substantial Completion;
- Final Completion.

The successful Contractor shall submit a detailed project schedule following award and prior to commencement of Work. The District reserves the right to require revisions to the schedule as a condition of contract execution.

4.4 Coordination with School Operations and Project Scheduling

Mount Pleasant Elementary School is an active educational facility. Portions of the Work may occur while students, employees, parents, visitors, and members of the public are present on campus. The Contractor shall plan, schedule, and perform the Work in a manner that minimizes disruption to educational operations and protects the health, safety, and welfare of students, staff, and visitors. The Contractor shall coordinate all activities with the District's designated representative and shall comply with all requirements contained in Section 6 (Contractor Conduct, Site Access, and Occupied School Requirements). The Contractor shall account for operational constraints including, but not limited to:

- Student arrival and dismissal periods;
- School operating hours;
- School programs and activities;
- Summer school activities;
- Occupied portions of the facility;
- Student and staff traffic patterns;

- Emergency access requirements;
- Parking and delivery restrictions;
- Utility shutdown coordination;
- Safety and security requirements;
- Restricted access periods established by the District.

The Contractor shall not assume unrestricted access to all portions of the facility at all times. The Contractor shall include sufficient supervision, staffing, scheduling flexibility, temporary facilities, and coordination efforts necessary to accommodate school operations without additional compensation. The District reserves the right to require modifications to work sequencing, access routes, delivery schedules, or work hours when necessary to support school operations, student safety, or facility security.

Critical Path Schedule Requirement

Within ten (10) calendar days following issuance of the Notice to Proceed, the Contractor shall submit a detailed Project Schedule for District review and approval. The Project Schedule shall identify all major activities and milestones necessary to complete the Project and shall demonstrate the Contractor's plan for achieving Substantial Completion and Final Completion by the dates established in this solicitation. At a minimum, the Project Schedule shall include:

- Contract execution;
- Procurement and submittal activities;
- Equipment ordering and manufacturing lead times;
- Equipment delivery dates;
- Demolition and removal activities;
- Mechanical installation activities;
- Electrical installation activities;
- Controls integration activities;
- BAS coordination and programming;
- Startup activities;
- Commissioning activities;
- District training activities;
- Punch list completion;
- Substantial Completion;
- Final Completion.

The schedule shall clearly identify critical path activities and any long-lead equipment that may affect Project completion. The Contractor shall update the Project Schedule whenever significant changes occur and shall provide revised schedules to the District upon request. Approval of the Project Schedule by the District shall not relieve the Contractor of responsibility for timely completion of the Work. The Contractor shall continuously monitor progress and shall take all actions necessary to maintain compliance with the approved schedule. Failure to provide, maintain, or adhere to the required Project Schedule may be considered evidence of inadequate project management and may constitute grounds for corrective action under the Contract.

4.5 Long-Lead Equipment

The District recognizes that boiler equipment and related mechanical components may have extended manufacturing and delivery lead times. Proposers shall identify:

- Anticipated equipment lead times;
- Potential supply chain concerns;
- Major procurement risks;
- Proposed mitigation strategies.

The Contractor shall immediately notify the District of any circumstances that may affect timely procurement of equipment. The existence of long-lead equipment shall not relieve the Contractor of its responsibility to meet required completion dates unless a written extension is approved by the District.

4.6 Substantial Completion

For purposes of this solicitation and any resulting contract, “Substantial Completion” shall mean the date upon which:

- The replacement boiler systems have been fully installed;
- The systems are operational and capable of serving the facility;
- Required inspections have been completed;
- Startup activities have been completed;
- BAS integration is operational;
- The District can utilize the heating system for its intended purpose;
- Any remaining deficiencies do not materially impair operation of the system.

The required date for Substantial Completion is: **October 30, 2026**

Failure to achieve Substantial Completion by this date may result in assessment of liquidated damages as described elsewhere in this solicitation and resulting contract.

4.7 Final Completion

For purposes of this solicitation and any resulting contract, “Final Completion” shall mean the date upon which all Project requirements have been fully satisfied, including:

- Completion of all punch list items;
- Submission of as-built documentation;
- Submission of operation and maintenance manuals;
- Submission of warranty documentation;
- Completion of personnel training;
- Submission of commissioning documentation;
- Removal of temporary facilities;
- Final cleanup of the site.

The required date for Final Completion is: **November 15, 2026**

4.8 Delay Notification Requirements

The Contractor shall promptly notify the District in writing of any actual or anticipated delay that may affect the Project schedule. The notification shall identify:

- Cause of the delay;

- Anticipated duration;
- Impact on project milestones;
- Proposed corrective actions;
- Proposed recovery schedule.

Failure to provide timely notice may be considered in evaluating requests for schedule adjustments.

4.9 Requests for Schedule Extensions

The District may consider requests for schedule extensions when delays result from circumstances beyond the reasonable control of the Contractor, including:

- Force majeure events;
- Natural disasters;
- Unanticipated governmental actions;
- Other circumstances approved by the District.

Requests for extensions shall:

- Be submitted in writing;
- Describe the circumstances causing the delay;
- Include supporting documentation;
- Be submitted promptly after discovery of the delay.

Approval of any extension shall be at the sole discretion of the District and shall be effective only if approved in writing.

4.10 Failure to Meet Schedule Requirements

The Contractor shall be responsible for providing sufficient labor, supervision, equipment, subcontractors, materials, and resources necessary to achieve the required completion dates. Failure to meet contractual completion dates may result in:

- Assessment of liquidated damages;
- Withholding of payment;
- Denial of time extension requests;
- Default remedies available under the Contract;
- Any other remedies available under law or contract.

The Contractor acknowledges that timely completion of this Project is critical to the operation of Mount Pleasant Elementary School and that the District will rely upon the Contractor's representations regarding its ability to meet the required schedule.

SECTION 5: Site Investigation and Existing Conditions

5.1 Purpose

The District has provided information regarding the Project and existing facility conditions to assist proposers in preparing responsive proposals. The information provided by the District is intended solely as a convenience to prospective proposers and shall not relieve any proposer of its responsibility to independently investigate the site, verify existing conditions, and determine the requirements necessary to complete the Work. Submission of a proposal shall constitute

acknowledgment that the proposer has conducted such investigation as it deems necessary to satisfy itself regarding all conditions affecting the Work.

5.2 Site Visits

Site visits are strongly encouraged. Prospective proposers may arrange a site visit through the District's designated representative. The District shall make reasonable efforts to provide access to the facility; however, access may be limited by school operations, safety concerns, or scheduling constraints. The District may require visitors to comply with school security procedures, visitor management procedures, identification requirements, and other safety protocols while on District property.

5.3 Contractor Responsibility for Investigation

Prior to submitting a proposal, each proposer shall carefully investigate and become familiar with all conditions that may affect the Project, including but not limited to:

- Existing mechanical room conditions;
- Existing boiler equipment;
- Existing piping systems;
- Existing electrical service and distribution;
- Existing control systems;
- Existing BAS infrastructure;
- Existing venting systems;
- Existing drainage systems;
- Existing roof penetrations;
- Site access conditions;
- Equipment removal constraints;
- Material delivery routes;
- Utility connections;
- Space limitations;
- Storage limitations;
- Safety and security considerations associated with an occupied school facility.

The successful Contractor shall be solely responsible for determining the means, methods, sequencing, labor, materials, equipment, and resources necessary to complete the Work.

5.4 Field Verification

The Contractor shall verify all field dimensions, measurements, elevations, utility locations, equipment clearances, access routes, and other conditions affecting the Work. Dimensions shown on drawings, photographs, diagrams, specifications, or other documents shall not relieve the Contractor of responsibility for field verification. The Contractor shall immediately notify the District of any discrepancies discovered during the course of its investigation or performance of the Work.

5.5 Existing Information Provided by District

The District may provide photographs, equipment information, manufacturer information, sketches, utility information, maintenance records, or other information concerning the existing facility. Such information is provided for informational purposes only. The District does not represent or warrant that such information is complete, accurate, or suitable for construction

purposes. Proposers shall independently verify all information material to the preparation of their proposals. Reliance upon District-provided information shall not relieve the Contractor of responsibility for proper execution of the Work.

5.6 Concealed and Unknown Conditions

The District recognizes that portions of the Work involve renovation of existing building systems and that certain conditions may not be readily observable during a reasonable site investigation. If the Contractor encounters concealed conditions that:

- Differ materially from those ordinarily encountered in similar work; or
- Could not reasonably have been identified through ordinary site investigation and professional diligence;

the Contractor shall immediately stop work in the affected area and provide written notice to the District before proceeding. The Contractor shall not undertake additional work associated with such conditions without written authorization from the District. The District reserves the right to investigate the condition and determine whether a contract modification is appropriate. Failure to provide timely written notice shall constitute a waiver of any claim arising from the condition.

5.7 Utility Verification

The Contractor shall verify all utility connections and utility capacities necessary for the installation and operation of the replacement boiler systems. The Contractor shall coordinate with utility providers and the District as necessary. The Contractor shall be responsible for identifying any modifications required to:

- Electrical service;
- Gas service;
- Drainage systems;
- Control systems;
- Communications systems;
- Building automation systems.

The Contractor shall include all reasonably identifiable utility-related work in its proposal.

5.8 Existing Equipment Removal and Salvage

Existing equipment designated for removal shall become the property of the Contractor unless specifically identified by the District for retention. The Contractor shall remove and dispose of equipment, materials, and debris in accordance with applicable laws and regulations. The Contractor shall protect existing facilities and equipment that are to remain in service. Any damage caused by Contractor operations shall be repaired at Contractor expense.

5.9 Proposal Assumptions

Any assumptions made by the proposer regarding existing conditions, access requirements, equipment compatibility, utility capacities, controls integration, sequencing, or scheduling shall be clearly identified within the proposal. Failure to identify assumptions shall constitute acknowledgment that the proposer has included all labor, materials, equipment, supervision, temporary facilities, coordination, and incidentals necessary to complete the Work as described in this solicitation. The District reserves the right to reject proposals containing assumptions that materially alter the requirements of the Project.

5.10 No Additional Compensation for Discoverable Conditions

No increase in contract price, additional compensation, schedule extension, or change order shall be granted for conditions that:

- Were reasonably discoverable through site investigation;
- Could have been identified through ordinary professional diligence;
- Could have been verified through field measurements or inspection;
- Are inherent in the nature of renovation and replacement work of this type.

The Contractor acknowledges that it has had adequate opportunity to investigate the Project site and existing conditions prior to submission of its proposal. Submission of a proposal constitutes acceptance of responsibility for all conditions reasonably discoverable through such investigation.

SECTION 6: Contractor Conduct, Site Access, And Occupied School Requirements

6.1 Occupied School Facility

Mount Pleasant Elementary School is an active public elementary school that may be occupied by students, staff, parents, visitors, and members of the public during portions of the Project. The Contractor shall conduct all operations in a manner that protects the health, safety, and welfare of students, employees, and visitors. The Contractor shall coordinate all work activities with the District's designated representative and shall conduct operations in a manner that minimizes disruption to educational activities. The District reserves the right to restrict access to certain areas, establish work-hour limitations, require escorts, or impose additional safety requirements when necessary to protect students and staff.

6.2 Professional Conduct

Contractor personnel shall conduct themselves in a professional manner at all times while on District property. The following conduct is prohibited:

- Use of profanity, vulgar language, or offensive conduct;
- Possession or use of alcohol, illegal drugs, or controlled substances not lawfully prescribed;
- Possession of firearms, weapons, or dangerous instruments except as authorized by law and approved in writing by the District;
- Tobacco, vaping, or nicotine product use on District property;
- Harassment, intimidation, or inappropriate interactions with students or staff;
- Photography, video recording, or audio recording of students without prior written authorization from the District;
- Use of District technology systems without authorization.

Any individual determined by the District to be engaging in inappropriate conduct may be removed from the Project site immediately.

6.3 Student Contact

Contractor personnel shall avoid unnecessary interaction with students. Contractor personnel shall not:

- Initiate personal conversations with students unrelated to the Work;
- Transport students;

- Be alone with a student in an enclosed area;
- Exchange personal contact information with students;
- Communicate with students through social media, text messaging, email, or other electronic means.

Any safety concern, suspicious behavior, or student-related incident shall be immediately reported to the District representative.

6.4 Background Checks

Because portions of the Work may occur while school is in session, the District reserves the right to require criminal background screening for Contractor personnel who may have ongoing access to occupied portions of the facility. Upon request of the District, the Contractor shall provide written certification that assigned personnel have successfully completed criminal background screening consistent with applicable Utah law and District requirements. The District reserves the right to prohibit any individual from working on District property when the District determines that such action is in the best interest of student or staff safety. Nothing in this section shall be construed as creating an obligation on the District to perform or manage Contractor background checks. The Contractor shall remain solely responsible for screening, supervising, and monitoring its employees and subcontractors.

6.5 Site Access, Identification, and Security Procedures

The Contractor shall designate a Project Superintendent or Site Supervisor who shall serve as the primary point of contact for the District throughout the Project. Prior to commencement of Work, the Contractor shall provide the District with:

- The name and contact information of the Project Superintendent;
- A list of anticipated Contractor personnel;
- A list of anticipated subcontractors;
- Emergency contact information.

The Contractor shall notify the District whenever personnel assignments change. All Contractor personnel and subcontractor personnel shall:

- Enter and exit the facility only through District-approved access points;
- Comply with all District visitor management and security procedures;
- Check in through the school office upon arrival unless otherwise directed by the District;
- Check out through the school office prior to departing the site for the day unless otherwise directed by the District;
- Remain within authorized work areas;
- Follow all directions of District administration regarding safety and security;
- Immediately report unsafe conditions, security concerns, or emergencies.

The District may require Contractor personnel to sign visitor logs, wear visitor badges, or comply with other site-specific security procedures.

6.6 Identification Requirements

For the safety and security of students, staff, and visitors, all Contractor and subcontractor personnel shall be readily identifiable while on District property. At all times while on site, Contractor personnel shall wear:

- Company-issued photo identification; or
- Company-issued clothing displaying the company name; and
- Any District-issued visitor identification required by the school.

Identification shall be clearly visible above the waist and available for inspection upon request by District personnel. Any individual who cannot be readily identified as an authorized Contractor representative may be denied access to District property until appropriate identification is provided. The District reserves the right to require removal from the site of any individual who refuses to comply with identification requirements.

6.7 Daily Check-In and Check-Out Procedures

The Contractor's Project Superintendent or designated foreman shall check in with the school's main office or designated District representative at the beginning of each workday. The purpose of the check-in process is to:

- Verify personnel on site;
- Coordinate daily activities;
- Identify operational concerns;
- Review safety considerations;
- Communicate schedule changes.

At the conclusion of each workday, the Project Superintendent or designated foreman shall notify the District representative that work activities have concluded and that the site has been secured. The Contractor shall maintain a daily record of personnel present on site and shall provide such records to the District upon request. The Contractor shall immediately notify the District of:

- New personnel arriving on site;
- Changes in subcontractors;
- Safety incidents;
- Property damage;
- Utility interruptions;
- Security concerns;
- Conditions that may affect school operations.

No Contractor personnel shall remain on District property outside approved working hours without prior authorization from the District.

6.8 Visitor and Personnel Restrictions

The Contractor shall not permit unauthorized individuals to enter the Project site. Family members, friends, guests, children, pets, or other non-working individuals shall not accompany Contractor personnel onto District property without prior written approval from the District.

Only personnel directly involved in the performance of the Work shall be permitted access to the Project site.

6.9 Housekeeping and Site Cleanliness

The Contractor shall maintain the Project site in a clean, orderly, and safe condition at all times. Debris shall be removed regularly and shall not be allowed to accumulate. At the conclusion of each workday, the Contractor shall:

- Remove trash and debris;
- Secure tools and materials;
- Eliminate hazards;
- Restore access routes required for school operations.

6.10 Failure to Comply

Failure to comply with the requirements of this Section shall constitute a material breach of the Contract. The District may require removal of personnel, suspend work, restrict site access, or pursue any other remedies available under the Contract or applicable law.

SECTION 7: Scope Of Work

Contractor shall provide a complete turnkey project including:

A. Existing Equipment Removal

1. Remove existing boilers.
2. Remove obsolete equipment.
3. Remove obsolete piping as required.
4. Dispose of materials in accordance with applicable laws.
5. Removal of existing venting

B. New Boiler Installation

1. Furnish and install two high-efficiency condensing boilers.
2. Furnish all pumps, controls, valves, sensors, accessories, and appurtenances.
3. Install all piping modifications.
4. Install all electrical connections.
5. Install new CPVC exhaust venting system.
6. Replacement of boiler supply and return piping with 4-inch piping to the common header.
7. Install condensate neutralization systems.

C. Controls Integration

1. Integrate with existing Yamas BAS.
2. Provide all programming.
3. Provide all gateways and interfaces.
4. Demonstrate successful communication prior to acceptance.

D. Startup and Commissioning

1. Factory-authorized startup.
2. Functional testing.
3. Performance verification.
4. Staff training.

E. Closeout

1. O&M manuals.
2. As-built drawings.
3. Warranty documents.
4. Training documentation.

TECHNICAL SPECIFICATIONS

7.1 General Requirements

The Contractor shall furnish, install, test, commission, and place into operation a complete hydronic boiler system capable of reliably serving the heating requirements of Mount Pleasant Elementary School. The Work shall include all labor, materials, equipment, supervision, accessories, controls, piping, valves, insulation, electrical connections, startup services, commissioning services, and appurtenances necessary to provide a complete and fully operational system. All equipment shall be new, unused, and of current manufacture. The District shall not accept refurbished, remanufactured, used, or previously installed equipment.

7.2 Basis of Design

The Basis of Design shall be the Fulton Endura XE Model EXE-2000 Condensing Hydronic Boiler, or a District-approved equivalent meeting or exceeding all functional, performance, efficiency, reliability, warranty, and interoperability requirements contained in this Solicitation.

The basis-of-design manufacturer is intended to establish minimum standards of quality, reliability, efficiency, serviceability, controls capability, warranty support, and long-term maintainability. References to a specific manufacturer, product line, model, trade name, catalog number, or other proprietary designation are intended solely to establish a standard of quality and performance and shall not be interpreted as a sole-source specification. Equivalent equipment may be proposed. The District reserves the sole right to determine whether proposed equipment is equivalent. Proposers submitting alternate equipment shall provide sufficient technical documentation to demonstrate equivalency. At a minimum, alternate equipment shall meet or exceed all requirements contained within this Solicitation, including:

- Efficiency requirements;
- Heat exchanger requirements;
- Controls requirements;
- BAS integration requirements;
- Warranty requirements;
- Startup and commissioning requirements;
- Serviceability requirements;
- Performance guarantee requirements.

Local Service and Warranty Support

Because Mount Pleasant Elementary School is a critical educational facility located in a rural service area, the District places significant value on the availability of qualified local and regional support resources. Each proposer shall identify:

- The manufacturer of the proposed equipment;
- The nearest factory-authorized service organization;
- The location of the servicing organization;
- The distance from Mount Pleasant Elementary School;
- Availability of emergency service support;
- Availability of replacement parts;
- Availability of factory-authorized startup and commissioning services.

The proposer shall provide documentation demonstrating that the identified service organization is authorized by the manufacturer to perform startup, commissioning, warranty service, and repair work on the proposed equipment. The District may consider service support capability, parts availability, response time, and long-term maintainability when evaluating equivalency and determining best value. Equipment that lacks reasonable access to factory-authorized service support within the State of Utah or surrounding service area may be determined to be non-responsive.

Manufacturer Support Requirements

The successful Contractor shall coordinate all startup, commissioning, warranty registration, and warranty service activities with the manufacturer and/or the manufacturer's authorized representative. The Contractor shall provide written documentation identifying:

- The factory-authorized startup provider;
- The warranty service provider;
- Warranty claim procedures;
- Service contact information;
- Emergency support contact information.

The District reserves the right to verify manufacturer-authorized service status directly with the manufacturer prior to award.

7.3 Boiler Performance Requirements

The proposed boiler system shall meet or exceed the following minimum requirements:

Boiler Quantity

- Two (2) boilers.

Fuel Source

- Natural Gas.

Boiler Type

- High-efficiency condensing hydronic boiler.

Piping

- (2) Manual balancing valves
- (4) Butterfly valves
- (2) Check valves
- (2) Thermometers with wells
- (2) Pressure gauges.

Thermal Efficiency

- Minimum 90% thermal efficiency.
- Preference may be given to higher efficiency ratings.

Heat Exchanger

- Stainless steel construction.
- 316 stainless steel, 439 stainless steel, or equivalent corrosion-resistant material.

Burner

- Fully modulating burner.

Turndown Ratio

- Minimum 10:1 turndown ratio.

Pressure Vessel

- ASME-certified pressure vessel.

Listing

- UL listed or equivalent nationally recognized testing laboratory certification.

Controls

- Integrated microprocessor-based controls.
- BAS point list
- BACnet gateway if required
- Modbus capability
- alarm monitoring
- remote enable/disable
- trending capability
- lead-lag sequencing
- outdoor air reset integration

Lead/Lag Capability

- Automatic lead-lag sequencing capability.

Outdoor Reset Capability

- Included.

Alarm Capability

- Local and remote alarm capability.

7.4 Mechanical Installation Requirements

The Contractor shall provide all mechanical work necessary to install a complete and operational boiler system. Mechanical work shall include:

- Removal of existing boilers;
- Installation of new boilers;
- Pumps;
- Expansion tank connections;
- Air elimination devices;
- Isolation valves;
- Check valves;

- Balancing valves;
- Strainers;
- Temperature gauges;
- Pressure gauges;
- Relief valves;
- Sensors;
- Drain valves;
- Accessories required by manufacturer.

All piping modifications required to complete the installation shall be included.

7.5 Venting Requirements

The Contractor shall provide a complete venting system in accordance with manufacturer requirements and applicable codes. The venting system shall include:

- Vent piping;
- Supports;
- Roof penetrations;
- Flashing;
- Weatherproofing;
- Terminations.

The Contractor shall repair any roofing or building components disturbed during installation. All penetrations shall be permanently weather-tight.

7.6 Condensate Management

The Contractor shall provide a complete condensate management system including:

- Condensate piping;
- Condensate neutralization equipment;
- Supports;
- Drainage connections.

The system shall comply with manufacturer requirements and applicable plumbing codes.

7.7 Electrical Requirements

The Contractor shall provide all electrical work required for a complete installation. Electrical work shall include at a minimum:

- Power connections;
- Disconnects;
- Control wiring;
- Interlocks;
- Grounding;
- Equipment startup support.

All electrical work shall comply with applicable codes. The Contractor shall verify available electrical capacity prior to installation.

7.8 Building Automation System Integration

The District currently utilizes a Yamas Building Automation System (BAS). The Contractor shall provide all hardware, software, programming, gateways, licenses, interfaces, and services necessary to fully integrate the boiler system with the existing BAS. The Contractor shall coordinate directly with the District and the District's BAS provider. At a minimum, the following points shall be available through the BAS:

Monitoring

- Boiler status;
- Boiler enable/disable status;
- Supply water temperature;
- Return water temperature;
- Boiler firing rate;
- Runtime information;
- Setpoints;
- Alarm conditions;
- Fault conditions.

Control

- Occupied/unoccupied modes;
- Enable/disable commands where permitted by manufacturer;
- Setpoint adjustment where permitted by manufacturer.

The Contractor shall demonstrate successful BAS communication prior to final acceptance.

7.9 Startup and Commissioning

The Contractor shall provide factory-authorized startup and commissioning services. Startup and commissioning shall include:

- Verification of installation;
- Verification of venting;
- Verification of gas pressure;
- Verification of electrical connections;
- Verification of controls operation;
- Verification of safety devices;
- Verification of BAS integration;
- Combustion analysis;
- Control calibration;
- Pump verification;
- Written startup report;
- Owner training verification;
- Functional performance testing.

The Contractor shall submit commissioning documentation to the District.

7.10 Warranty Preservation Requirements

Installation and startup shall be performed in accordance with all manufacturer requirements necessary to preserve warranty coverage. The Contractor shall:

- Register warranties;
- Submit warranty documentation;
- Provide startup reports;
- Provide commissioning reports;
- Provide documentation verifying compliance with manufacturer requirements.

The Contractor shall not perform any installation method that would invalidate or impair warranty coverage.

7.11 Operation and Maintenance Documentation

The Contractor shall provide:

- Operation manuals;
- Maintenance manuals;
- Parts lists;
- Wiring diagrams;
- Controls documentation;
- Startup reports;
- Commissioning reports;
- Warranty documents.

Documentation shall be provided in both electronic PDF format and hard-copy format.

7.12 Training Requirements

The Contractor shall provide on-site training for District maintenance and facilities personnel.

Training shall include:

- System operation;
- Safety procedures;
- Routine maintenance;
- Alarm response procedures;
- BAS functionality;
- Seasonal startup and shutdown procedures.

7.13 Acceptance Testing

Prior to final acceptance, the Contractor shall demonstrate:

- Proper boiler operation;
- Proper controls operation;
- Proper BAS integration;
- Proper safety device operation;
- Proper venting operation;
- Proper condensate operation;
- Proper sequencing of both boilers.

The District reserves the right to require correction of deficiencies prior to acceptance.

7.14 Substitutions and Equivalents

Any proposed substitution shall be submitted with the proposal. The proposer shall provide:

- Manufacturer name;

- Model numbers;
- Technical specifications;
- Efficiency data;
- Warranty information;
- Controls information;
- Service support information.

The burden of proving equivalency shall rest solely upon the proposer. The District's determination regarding equivalency shall be final. Substitutions proposed after award may be rejected by the District.

7.15 Performance Guarantee

The Contractor warrants that the completed boiler system, including all associated equipment, controls, piping modifications, electrical work, venting systems, condensate systems, and BAS integration, shall perform in accordance with:

- The requirements of this Solicitation;
- The Contractor's Proposal;
- The manufacturer's published specifications;
- The manufacturer's installation requirements;
- Applicable codes and industry standards.

The Contractor further warrants that the installed system shall be capable of providing the operational functionality represented by the manufacturer and proposer, including but not limited to:

- Reliable operation under normal facility conditions;
- Proper boiler sequencing;
- Proper lead-lag operation;
- Proper modulation and control response;
- Proper safety device operation;
- Proper alarm generation and reporting;
- Proper BAS communication and functionality;
- Proper startup, shutdown, and operating sequences;
- Proper condensate management;
- Proper venting system operation.

Performance Verification Period

The performance verification period shall extend for one (1) full heating season following Substantial Completion or twelve (12) months following Final Completion, whichever period is longer. During the performance verification period, the Contractor shall respond to and investigate any documented performance deficiencies identified by the District.

Deficiency Correction

If the District determines that the system is not performing in accordance with the requirements of the Contract Documents, the Contractor shall, at no additional cost to the District:

- Investigate the cause of the deficiency;
- Provide written findings and recommendations;
- Perform corrective work;

- Coordinate with manufacturers and suppliers as necessary;
- Conduct retesting and recommissioning as required.

Corrective work shall continue until the system demonstrates compliance with Contract requirements.

No Limitation of Warranty

The Performance Guarantee shall be in addition to, and not in lieu of:

- Manufacturer warranties;
- Labor warranties;
- Contract warranties;
- Statutory warranties;
- Any other rights or remedies available to the District.

District Remedies

If the Contractor fails to correct documented performance deficiencies within a reasonable time after written notice, the District may undertake corrective action and recover all associated costs from the Contractor, its surety, or both, to the extent permitted by law and the Contract Documents.

Acceptance Does Not Waive Performance Requirements

Substantial Completion, Final Completion, occupancy, operation of the system, payment by the District, or acceptance of the Work shall not constitute a waiver of the Contractor's obligation to provide a system that performs in accordance with the Contract Documents.

SECTION 8: WARRANTY REQUIREMENTS

8.1 General Warranty Obligations

The Contractor warrants that all labor, materials, equipment, installation services, startup services, commissioning services, controls integration services, and related Work provided under this Contract shall be free from defects in workmanship, materials, design integration, and installation. The Contractor further warrants that all Work shall:

- Conform to the requirements of the Contract Documents;
- Conform to applicable codes and standards;
- Conform to manufacturer requirements;
- Be suitable for the intended purpose;
- Be installed in a professional and workmanlike manner;
- Perform as represented in the Contractor's Proposal and manufacturer documentation.

The Contractor shall serve as the single point of responsibility for warranty administration regardless of whether warranty claims involve subcontractors, suppliers, manufacturers, controls providers, startup providers, commissioning agents, or other parties. The District shall not be required to pursue multiple vendors or subcontractors to obtain warranty service.

8.2 Contractor Labor and Workmanship Warranty

The Contractor shall provide a minimum three (3) year warranty covering labor, workmanship, installation quality, controls integration, and correction of defective work. The warranty period shall commence upon Final Completion and acceptance of the Project by the District. The labor

warranty shall include all labor, travel, supervision, equipment, tools, transportation, and incidental costs necessary to investigate and correct warranty issues. The Contractor shall not charge the District for warranty-related labor during the warranty period.

8.3 Manufacturer Warranties

The Contractor shall provide all manufacturer warranties available for installed equipment and materials. Manufacturer warranties shall be transferred to and registered in the name of North Sanpete School District. The Contractor shall not take any action that would void, reduce, impair, limit, or otherwise adversely affect warranty coverage. The Contractor shall provide copies of all warranty documentation prior to Final Completion. Warranty periods shall not commence until startup, commissioning, and manufacturer-required acceptance activities have been completed.

8.4 Warranty Preservation Requirements

Because manufacturer warranties may depend upon proper installation, startup, commissioning, controls integration, operation, maintenance, and documentation, the Contractor shall strictly comply with all manufacturer requirements. The Contractor shall:

- Install equipment in accordance with manufacturer instructions;
- Utilize manufacturer-approved installation practices;
- Coordinate factory-authorized startup;
- Coordinate factory-authorized commissioning where required;
- Complete all warranty registration requirements;
- Submit required startup documentation;
- Submit required commissioning documentation;
- Submit required warranty registration documentation.

The Contractor shall provide written documentation confirming that all requirements necessary to preserve manufacturer warranty coverage have been satisfied.

8.5 Startup and Commissioning Warranty Requirements

Factory-authorized startup shall be required for all boiler equipment unless waived in writing by the District. Startup services shall include:

- Inspection of installation;
- Verification of controls operation;
- Verification of gas supply requirements;
- Verification of venting systems;
- Verification of safety devices;
- Verification of operating parameters.

Commissioning documentation shall be submitted to the District prior to Final Completion. Failure to properly complete startup or commissioning requirements shall constitute incomplete Work.

8.6 Warranty Response Requirements

The Contractor shall respond to warranty service requests within the following timeframes:

Emergency Conditions

Conditions affecting:

- Building heat during heating season;
- Boiler operation;
- Life safety systems;
- Significant operational disruption.

Response Time: Within twenty-four (24) hours of notification.

Non-Emergency Conditions

Response Time: Within five (5) business days of notification.

The Contractor shall provide the District with current contact information for warranty service requests and emergency support.

8.7 Correction of Defective Work

The Contractor shall promptly correct any defective or non-conforming work discovered during the warranty period. Corrective work shall include:

- Investigation of the issue;
- Removal of defective work;
- Repair or replacement of defective components;
- Retesting;
- Recommissioning if required;
- Restoration of affected finishes or systems.

All corrective work shall be performed at no cost to the District.

8.8 Replacement Components

Any component repaired or replaced during the warranty period shall be warranted for the longer of:

- One (1) year following replacement; or
- The remainder of the original warranty period.

Replacement components shall be new and shall meet the requirements of the Contract Documents.

8.9 Building Automation System Warranty

The Contractor warrants that all BAS integration services, programming, gateways, interfaces, and communication systems shall function properly throughout the warranty period. Warranty coverage shall include:

- Communication failures;
- Programming errors;
- Integration deficiencies;
- Alarm reporting issues;
- Data point mapping errors;
- Controls interoperability issues.

The Contractor shall coordinate warranty work with the District's BAS provider as necessary.

8.10 Performance Guarantee Relationship

The warranties described in this Section shall be in addition to the Performance Guarantee requirements described in Section 7.15. Compliance with warranty obligations shall not relieve the Contractor of any obligations arising under the Performance Guarantee. Likewise, compliance with the Performance Guarantee shall not satisfy or limit warranty obligations.

8.11 Warranty Documentation

Prior to Final Completion, the Contractor shall provide a Warranty Package containing:

- Manufacturer warranty certificates;
- Warranty registration documentation;
- Startup reports;
- Commissioning reports;
- Service contact information;
- Emergency support contact information;
- Recommended maintenance schedules;
- Warranty claim procedures.

The Warranty Package shall be provided in both electronic PDF format and hard-copy format.

8.12 No Limitation of District Rights

The warranties contained in this Section are in addition to all other rights and remedies available to the District under:

- The Contract Documents;
- Applicable law;
- Manufacturer warranties;
- Performance guarantees;
- Surety bonds.

Acceptance of the Work, Final Completion, occupancy, operation of the equipment, or payment by the District shall not constitute a waiver of warranty rights or other remedies available to the District.

8.13 One-Year Warranty Inspection and Performance Review

To assist the District in identifying warranty concerns prior to expiration of applicable warranty periods, the Contractor shall conduct a comprehensive warranty inspection and performance review of the installed boiler system. The inspection shall occur:

- Not less than nine (9) months following Final Completion; and
- Not more than sixty (60) calendar days prior to expiration of the Contractor's one-year warranty period, if applicable; or
- At another mutually agreeable time approved by the District.

The inspection shall be performed by personnel knowledgeable in the operation, maintenance, controls, and performance of the installed system and shall include participation by manufacturer-authorized service representatives when required to maintain warranty coverage. At a minimum, the review shall include:

Mechanical System Inspection

- Visual inspection of boilers and associated equipment;
- Inspection for leaks, corrosion, vibration, or abnormal wear;
- Inspection of pumps, valves, strainers, gauges, sensors, and accessories;
- Verification of proper venting system operation;
- Verification of condensate management system operation;
- Inspection of safety devices and protective controls.

Operational Performance Review

- Review of system operating history;
- Verification of proper boiler sequencing;
- Verification of modulation performance;
- Verification of lead-lag operation;
- Verification of alarm functionality;
- Verification of operating setpoints;
- Verification of seasonal operating performance.

Building Automation System Review

- Verification of BAS communications;
- Verification of monitored points and alarms;
- Verification of data accuracy;
- Verification of control functionality;
- Identification of programming deficiencies or communication issues.

Warranty and Maintenance Review

- Review of maintenance records maintained by the District;
- Identification of warranty-related concerns;
- Identification of manufacturer-recommended maintenance actions;
- Verification that warranty requirements continue to be satisfied.

Written Inspection Report

Within thirty (30) calendar days following completion of the inspection, the Contractor shall provide a written report to the District that includes:

- Inspection findings;
- Operational observations;
- Identified deficiencies;
- Recommended corrective actions;
- Warranty concerns;
- Confirmation of continued warranty status;
- Recommendations for future maintenance and operation.

Any deficiencies determined to be covered by warranty shall be corrected by the Contractor at no additional cost to the District. Completion of the One-Year Warranty Inspection and Performance Review shall be a continuing obligation of the Contractor and shall survive Final Completion, Final Payment, and expiration of other contract administrative requirements. The cost of the One-Year Warranty Inspection and Performance Review shall be included in the Contractor's proposal and contract price.

SECTION 9: Proposal Requirements

9.1 General Requirements

Proposals shall be prepared in a clear, organized, and professional manner. The proposal shall contain sufficient information to allow the District to evaluate the proposer's qualifications, experience, technical approach, schedule, equipment, service capabilities, and overall ability to successfully complete the Project. The District reserves the right to reject proposals that are incomplete, unclear, non-responsive, or fail to address the requirements of this Solicitation. The proposal shall be signed by an individual authorized to legally bind the proposer.

9.2 Proposal Organization

To facilitate evaluation, proposals shall be organized in the following order:

1. Cover Letter
2. Executive Summary
3. Contractor Qualifications
4. Key Personnel Qualifications
5. Technical Proposal
6. Project Schedule
7. Local Service and Warranty Support Information
8. References
9. Cost Proposal
10. Required Forms and Certifications
11. Supporting Documentation

The District reserves the right to request additional information or clarification.

9.3 Cover Letter

The proposal shall include a Cover Letter signed by an authorized representative of the proposer. The Cover Letter shall include:

- Legal name of the proposer;
- Business address;
- Telephone number;
- Email address;
- Utah contractor license number;
- Name and title of authorized representative;
- Statement acknowledging receipt of all addenda;
- Statement that the proposal shall remain valid for not less than ninety (90) calendar days following the proposal due date.

9.4 Executive Summary

Provide a brief summary describing:

- The proposer's understanding of the Project;
- Proposed equipment;
- Approach to completing the Project;
- Unique qualifications;
- Key benefits offered to the District.

The Executive Summary should not exceed three (3) pages.

9.5 Contractor Qualifications

The proposer shall provide information regarding its organization and qualifications, including:

Company Information

- Legal business name;
- Business structure;
- Principal office location;
- Years in business;
- Utah contractor license information;
- Number of employees;
- Areas of specialization.

Experience

Provide a description of the firm's experience performing comparable projects involving:

- Boiler replacement;
- Hydronic heating systems;
- Mechanical modernization;
- School facilities;
- Occupied facilities;
- Public works projects.

Litigation and Claims History

Disclose any material litigation, contract disputes, defaults, terminations for cause, or claims occurring within the past five (5) years. The District reserves the right to consider such information when evaluating responsibility and risk.

9.6 Key Personnel Qualifications

Identify the personnel proposed for this Project, including:

Project Manager

Provide:

- Name;
- Position;
- Years of experience;
- Relevant project experience;
- Certifications and training.

Superintendent or Lead Field Supervisor

Provide:

- Name;
- Position;
- Years of experience;
- Relevant project experience;
- Certifications and training.

Controls and Commissioning Personnel

Provide:

- Name;
- Organization;
- Qualifications;
- Relevant experience.

The District expects key personnel identified in the proposal to remain assigned to the Project unless otherwise approved by the District.

9.7 Technical Proposal

The Technical Proposal shall describe the proposer's approach to completing the Project. At a minimum, include:

Equipment Information

- Manufacturer;
- Model numbers;
- Technical specifications;
- Efficiency ratings;
- Factory startup documentation
- AHRI certification
- Performance curves
- O&M manuals
- Warranty information.

Drawings

- Boiler shop drawings
- Pump shop drawings
- Wiring diagrams
- Controls diagrams
- Vent calculations

Mechanical Approach

Description of:

- Boiler installation;
- Piping modifications;
- Venting modifications;
- Condensate management;
- Startup and commissioning.

BAS Integration Approach

Description of:

- Proposed integration methodology;
- Communication protocols;
- Hardware requirements;

- Coordination with Yamas BAS.

Occupied School Coordination

Description of:

- Safety practices;
- Site security;
- School coordination;
- Temporary facilities;
- Delivery procedures.

9.8 Project Schedule

The proposer shall submit a preliminary Project Schedule demonstrating its ability to achieve the required completion dates. The schedule shall identify:

- Procurement activities;
- Equipment lead times;
- Installation activities;
- BAS integration activities;
- Startup activities;
- Commissioning activities;
- Substantial Completion;
- Final Completion.

The proposer shall identify any anticipated schedule risks and proposed mitigation strategies.

9.9 Local Service and Warranty Support

Provide information required by Section 7.2 regarding local service support. Include:

- Factory-authorized service provider;
- Location of service provider;
- Distance from Mount Pleasant Elementary School;
- Emergency response capabilities;
- Warranty service procedures;
- Parts availability.

Provide documentation demonstrating manufacturer authorization.

9.10 References

Provide a minimum of five (5) references for comparable projects completed within the past seven (7) years. To the greatest extent possible, references should involve:

- Public entities;
- Educational facilities;
- Boiler replacement projects;
- Hydronic heating systems;
- BAS integration projects.

For each reference provide:

- Owner name;
- Contact person;

- Telephone number;
- Email address;
- Project description;
- Completion date;
- Contract value.

The District reserves the right to contact references and other known clients not listed by the proposer.

9.11 Cost Proposal

The Cost Proposal shall include:

Base Proposal Amount: Provide a lump-sum price for all Work required by this Solicitation.

Allowances: Identify any proposed allowances.

Alternates: Provide pricing for any requested alternates.

Assumptions

Identify any assumptions affecting pricing. Failure to identify assumptions shall constitute acknowledgment that the proposer has included all labor, materials, supervision, equipment, temporary facilities, coordination, permits, startup, commissioning, warranty obligations, and incidental costs necessary to complete the Project.

9.12 Required Forms and Certifications

The proposal shall include fully executed copies of all required forms, including:

- Proposal Form;
- Contractor Certification;
- Non-Collusion Affidavit;
- Iran Divestment Act Certification;
- Debarment Certification;
- References Form;
- Subcontractor Form.

Failure to submit required forms may result in rejection of the proposal as non-responsive.

9.13 Supporting Documentation

The proposer shall include supporting documentation sufficient to allow the District to evaluate compliance with this Solicitation, including:

- Equipment data sheets;
- Product literature;
- Manufacturer specifications;
- Warranty information;
- Service support documentation;
- Factory authorization documentation;
- Relevant certifications;
- Other materials deemed relevant by the proposer.

The District may request additional documentation at any time during the evaluation process.

9.14 Proposal Validity

Proposals shall remain firm and valid for a period of ninety (90) calendar days following the proposal submission deadline. By submitting a proposal, the proposer agrees that the proposal may be accepted by the District at any time during the validity period unless withdrawn in accordance with applicable law.

9.15 Proposal Submission Constitutes Certification

Submission of a proposal shall constitute certification that the proposer:

- Has examined the Solicitation Documents;
- Has investigated site conditions;
- Possesses the qualifications represented in the proposal;
- Can meet the Project schedule;
- Can furnish required insurance;
- Can furnish required bonds;
- Can comply with all requirements of the Solicitation and resulting Contract.

The District may rely upon such certifications in evaluating proposals and making an award determination.

SECTION 10: PROPOSAL EVALUATION AND AWARD

10.1 Evaluation Process

Proposals shall be evaluated in two phases:

Phase One – Mandatory Requirements Review

The District shall review each proposal for compliance with the mandatory requirements of this RFP. Proposals determined to be non-responsive or failing to meet mandatory requirements may be rejected without further evaluation. Mandatory requirements include, but are not limited to:

- Submission by the required deadline;
- Completion of all required forms and certifications;
- Possession of all required Utah contractor licenses;
- Ability to furnish required insurance coverage;
- Ability to furnish required Performance and Payment Bonds;
- Compliance with technical specifications;
- Compliance with BAS integration requirements;
- Agreement to liquidated damages provisions;
- Agreement to warranty requirements;
- Ability to meet the required project schedule;
- Submission of required references and qualifications information.

Only proposals determined by the District to be responsive and responsible shall advance to Phase Two.

10.2 Phase Two – Qualifications and Best Value Evaluation

Responsive proposals shall be evaluated using the criteria below. Evaluators shall assign scores according to the following scale:

Score	Description
0	Non-responsive or unacceptable
1	Poor
2	Fair
3	Acceptable
4	Good
5	Excellent

Each score shall be multiplied by the assigned weighting factor. The maximum possible score is 100 points.

A. Responsiveness and Completeness (Maximum Points: 5)

Evaluation Factors:

- Organization and completeness of proposal
- Inclusion of required forms and certifications
- Clarity and quality of submission
- Demonstrated understanding of project requirements

B. Firm History, Experience, and Capacity (Maximum Points: 30)

Evaluation Factors:

Firm Stability and Resources

Weight: 1

Evaluation of:

- Firm history and longevity
- Financial stability
- Available staffing and resources

Organizational Capacity

Weight: 2

Evaluation of:

- Ability to perform work within the required schedule
- Availability of project personnel
- Availability of equipment and support resources

Local Support and Service Capability

Weight: 1

Evaluation of:

- Availability of local or regional service personnel
- Ability to respond to warranty or operational issues

- Long-term support capability

Claims and Contract Performance History

Weight: 1

Evaluation of:

- Litigation history
- Contract disputes
- Defaults or terminations
- Safety record

Public Entity Experience

Weight: 1

Evaluation of:

- Experience working with school districts
- Experience with occupied educational facilities
- Experience with public procurement requirements

C. Key Personnel Qualifications (Maximum Points: 25)

Evaluation Factors:

Project Manager Qualifications

Weight: 2

Evaluation of:

- Experience managing comparable projects
- Mechanical systems expertise
- Public works experience

Superintendent and Field Personnel Qualifications

Weight: 2

Evaluation of:

- Similar project experience
- Technical expertise
- Factory training and certifications

Controls and Commissioning Expertise

Weight: 1

Evaluation of:

- BAS integration experience
- Commissioning experience
- Startup and testing qualifications

D. Relevant Project Experience (Maximum Points: 20)

Evaluation Factors:

Boiler Replacement Experience

Weight: 2

Evaluation of:

- Condensing boiler installations

- Hydronic heating projects
- School and public facility projects

Controls Integration Experience

Weight: 2

Evaluation of:

- BACnet systems
- Building automation integration
- Existing-system modernization projects

E. References (Maximum Points: 10)

Evaluation Factors:

- Client satisfaction
- Quality of workmanship
- Schedule performance
- Communication and responsiveness
- Warranty support and follow-up service

F. Project Management and Schedule Performance (Maximum Points: 10)

Evaluation Factors:

Schedule Management

Weight: 1

Evaluation of:

- Ability to meet substantial completion requirements
- Proposed project schedule
- Resource allocation

Cost and Change Order Management

Weight: 1

Evaluation of:

- Ability to control costs
- History of change order management
- Demonstrated project administration practices

10.3 Cost Proposal Review

Following completion of the qualifications evaluation, the District shall review proposed pricing. Cost shall be considered in conjunction with technical qualifications, project experience, references, schedule, and overall value to the District. The District reserves the right to:

- Request clarification of pricing;
- Request best and final offers;
- Conduct interviews;
- Negotiate with one or more proposers;
- Determine the proposal offering the best value to the District.

The District is not required to award a contract to the lowest-priced proposer.

10.4 Notice of Intent to Award

Following evaluation, the District may issue a Notice of Intent to Award to the proposer determined to provide the best value and whose proposal is most advantageous to the District. Award shall remain contingent upon:

- Verification of references;
- Verification of licensing;
- Verification of insurance;
- Acceptance of required bonds;
- Approval by the North Sanpete School District Board of Education;
- Execution of a mutually acceptable contract.

10.5 Reservation of Rights

The District reserves the right to reject any or all proposals, waive minor irregularities, seek clarification of proposal contents, negotiate contract terms, cancel the solicitation, or otherwise act in the best interests of the District.

SECTION 11: Liquidated Damages

11.1 Time is of the Essence

Time is of the essence in the performance of this Contract. The District requires timely completion of the Project to ensure the continued operation, safety, comfort, and functionality of Mount Pleasant Elementary School. The Contractor acknowledges that the heating systems serving the facility are critical building infrastructure and that delays in completion may adversely affect educational operations, facility use, staff productivity, student comfort, scheduling, and District resources. The Contractor further acknowledges that the District is relying upon the Contractor's representations regarding staffing, scheduling, equipment procurement, supervision, and project management in establishing the Project schedule.

11.2 Acknowledgment of Damages

The parties acknowledge that actual damages resulting from delayed completion of the Project would be difficult or impractical to determine with precision. Such damages may include, but are not limited to:

- Disruption of school operations;
- Administrative costs;
- Additional project management costs;
- Additional consultant costs;
- Additional inspection costs;
- Additional coordination costs;
- Operational inefficiencies;
- Temporary heating costs;
- Facility scheduling impacts;
- Other indirect costs resulting from delayed completion.

Because such damages are difficult to accurately quantify in advance, the parties agree that the liquidated damages established herein represent a reasonable estimate of the damages likely to be incurred by the District. The parties expressly agree that the liquidated damages amount is intended as compensation and not as a penalty.

11.3 Required Completion Date

The Contractor shall achieve Substantial Completion of the Project no later than:

October 30, 2026

Substantial Completion shall have the meaning established elsewhere in the Contract Documents. Failure to achieve Substantial Completion by the required date shall constitute delayed completion unless an extension has been approved in writing by the District.

11.4 Liquidated Damages Amount

If the Contractor fails to achieve Substantial Completion by October 30, 2026, the Contractor shall pay liquidated damages to the District in the amount of:

Five Hundred Dollars (\$500.00)

for each calendar day that Substantial Completion remains incomplete. Liquidated damages shall accrue beginning on the first calendar day following the required Substantial Completion date and shall continue until the date Substantial Completion is achieved as determined by the District. Partial completion, occupancy of portions of the Work, beneficial use, testing activities, or operation of portions of the system shall not automatically constitute Substantial Completion.

11.5 Assessment and Collection

The District may assess liquidated damages without the necessity of proving actual damages. The District may:

- Deduct liquidated damages from amounts otherwise due to the Contractor;
- Offset liquidated damages against retainage;
- Recover liquidated damages from the Contractor's surety;
- Pursue any other remedies available under the Contract or applicable law.

Assessment of liquidated damages shall not require a separate legal proceeding before deduction from amounts otherwise owed under the Contract.

11.6 Contractor Notice Requirements

If the Contractor becomes aware of any circumstance that may delay Project completion, the Contractor shall provide written notice to the District within five (5) calendar days after becoming aware of the circumstance. The notice shall include:

- Description of the event;
- Date of occurrence;
- Anticipated impact on the schedule;
- Estimated duration of the delay;
- Proposed corrective actions;
- Proposed recovery plan.

Failure to provide timely notice may be considered by the District in evaluating requests for schedule extensions.

11.7 Excusable Delays

The District may consider schedule extensions for delays resulting from circumstances beyond the reasonable control of the Contractor. Examples may include:

- Natural disasters;
- Floods;
- Earthquakes;
- Severe weather events that could not reasonably be anticipated;
- Acts of government;
- Acts of war;
- Civil emergencies;
- Utility interruptions beyond the Contractor's control;
- Other extraordinary circumstances approved by the District.

The Contractor shall bear the burden of demonstrating entitlement to a schedule extension. No extension shall be valid unless approved in writing by the District.

11.8 Non-Excusable Delays

The following shall not ordinarily constitute grounds for extension of time:

- Labor shortages;
- Staffing issues;
- Scheduling conflicts;
- Subcontractor performance issues;
- Equipment procurement failures;
- Supplier delays that could reasonably have been anticipated;
- Failure to properly coordinate the Work;
- Failure to timely order materials;
- Failure to adequately staff the Project;
- Conditions reasonably discoverable through site investigation.

The Contractor shall be responsible for managing such risks as part of normal project execution.

11.9 Concurrent Delays

Where both excusable and non-excusable delays contribute to delayed completion, the District reserves the right to evaluate the circumstances and determine the extent to which any schedule extension is warranted. Nothing in this Section shall obligate the District to grant a full extension where Contractor-caused delays also contributed to the delay.

11.10 Reservation of Additional Remedies

Assessment of liquidated damages shall not preclude the District from exercising any other rights or remedies available under the Contract Documents or applicable law. The District expressly reserves the right to:

- Require corrective action;
- Withhold payment;
- Declare default;
- Terminate the Contract for cause;
- Recover costs incurred due to Contractor default;
- Pursue claims against the Contractor or its surety.

To the extent permitted by law, liquidated damages shall be cumulative of other contractual remedies.

11.11 No Waiver

Failure by the District to immediately assess or collect liquidated damages shall not constitute a waiver of the District's right to assess or collect liquidated damages at a later date. No waiver shall be effective unless made in writing by an authorized representative of the District.

SECTION 12: Insurance Requirements

12.1 General Requirements

The successful Contractor shall procure, maintain, and keep in force, at its sole expense, insurance coverage meeting the requirements of this Section throughout the duration of the Project and any applicable warranty period where the Contractor is performing work on District property. Insurance shall be placed with insurance companies licensed to conduct business in the State of Utah and having an A.M. Best financial strength rating of **A- (Excellent)** or better, unless otherwise approved in writing by the District. The Contractor shall be responsible for ensuring that all subcontractors maintain insurance appropriate to their respective scopes of work. Failure to maintain required insurance shall constitute a material breach of the Contract.

12.2 Minimum Required Coverage

The Contractor shall maintain, at a minimum, the following insurance coverage:

A. Commercial General Liability

The Contractor shall maintain Commercial General Liability insurance written on an occurrence basis covering bodily injury, property damage, personal injury, products and completed operations, contractual liability, and independent contractors. Coverage shall include, at a minimum:

- Premises and Operations;
- Products and Completed Operations;
- Contractual Liability;
- Independent Contractors;
- Personal and Advertising Injury;
- Broad Form Property Damage (or equivalent coverage).

Minimum Limits of Liability:

- **\$1,000,000** Each Occurrence
- **\$2,000,000** General Aggregate
- **\$2,000,000** Products and Completed Operations Aggregate
- **\$100,000** Damage to Rented Premises (Any One Fire)
- **\$5,000** Medical Expense (Any One Person)

Coverage shall remain in force through completion of the Project and during any period in which warranty work is performed on District property.

B. Commercial Automobile Liability

Coverage shall apply to owned, leased, hired, and non-owned vehicles used in connection with the Project.

Minimum Limit:

- **\$1,000,000** Combined Single Limit

C. Workers' Compensation

Workers' Compensation insurance shall comply with all requirements of Utah law.

Coverage shall include:

- Statutory Workers' Compensation Benefits
- Occupational Disease Coverage

D. Employer's Liability

Minimum Limits:

- \$1,000,000 Each Accident
- \$1,000,000 Disease – Each Employee
- \$1,000,000 Disease – Policy Limit

E. Umbrella or Excess Liability

Minimum Limit:

- \$2,000,000 Per Occurrence

Coverage shall apply excess of Commercial General Liability, Automobile Liability, and Employer's Liability policies.

F. Professional Liability (If Applicable)

If the Contractor performs engineering, design, controls programming, commissioning, or other professional services directly, Professional Liability (Errors and Omissions) insurance shall be maintained with minimum limits of:

- \$1,000,000 Per Claim
- \$1,000,000 Aggregate

12.3 Additional Insured Requirements

North Sanpete School District, its Board of Education, officers, employees, volunteers, and agents shall be named as **Additional Insureds** on the Contractor's Commercial General Liability and Automobile Liability policies. Coverage shall apply on a primary and non-contributory basis. Any insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with the Contractor's coverage.

12.4 Waiver of Subrogation

To the fullest extent permitted by law, the Contractor shall waive all rights of recovery against North Sanpete School District, its Board of Education, officers, employees, volunteers, and agents for losses covered by Workers' Compensation, Commercial General Liability, Automobile Liability, and Umbrella Liability insurance. The Contractor shall require its insurers to endorse such waiver where commercially available.

12.5 Certificates of Insurance

Prior to execution of the Contract, the Contractor shall furnish Certificates of Insurance evidencing all required coverage. Certificates shall identify:

- Policy numbers;
- Effective dates;

- Expiration dates;
- Coverage limits;
- Additional Insured status;
- Waiver of Subrogation, where applicable.

Certificates shall not be accepted in lieu of required policy endorsements when endorsements are specifically required. The District reserves the right to request complete copies of insurance policies or endorsements.

12.6 Policy Endorsements

The Contractor shall provide endorsements demonstrating:

- Additional Insured status;
- Primary and Non-Contributory coverage;
- Waiver of Subrogation, where applicable;
- Products and Completed Operations coverage.

The District may require replacement endorsements if submitted endorsements do not adequately satisfy the requirements of this Section.

12.7 Notice of Cancellation or Material Change

The Contractor shall provide the District with written notice as soon as practicable of:

- Policy cancellation;
- Non-renewal;
- Material reduction in coverage;
- Material change in policy terms.

The Contractor shall immediately provide replacement coverage that complies with this Section. Failure to maintain uninterrupted coverage may result in suspension of the Work or termination of the Contract.

12.8 Subcontractor Insurance

The Contractor shall require each subcontractor to maintain insurance appropriate to the subcontractor's scope of work. The Contractor shall remain fully responsible for all acts and omissions of subcontractors regardless of insurance carried by subcontractors. Upon request, the Contractor shall provide evidence of subcontractor insurance to the District.

12.9 No Limitation of Liability

The insurance requirements established by this Section are minimum requirements only. The Contractor's obligations under the Contract shall not be limited by the amount or type of insurance maintained. Failure of the District to require evidence of insurance or to identify deficiencies in insurance documentation shall not relieve the Contractor of its obligation to maintain required coverage.

12.10 District Right to Review

The District reserves the right to review insurance policies, endorsements, certificates, and related documentation at any time during the Project. If the District determines that coverage is inadequate or non-compliant, the Contractor shall promptly obtain coverage acceptable to the

District. The District may suspend Work until acceptable insurance documentation has been provided.

12.11 Failure to Maintain Insurance

Failure to maintain the insurance required by this Section shall constitute a material breach of the Contract. In addition to any other remedies available under the Contract or applicable law, the District may:

- Suspend the Work;
- Withhold progress payments;
- Deny site access;
- Obtain replacement insurance at the Contractor's expense, where permitted;
- Declare the Contractor in default;
- Terminate the Contract for cause.

The Contractor shall be responsible for all costs incurred by the District arising from the Contractor's failure to maintain required insurance.

12.12 Property Insurance and Builder's Risk

The District maintains property insurance for its existing facilities. The Contractor shall be responsible for the care, custody, and protection of all materials, equipment, tools, temporary facilities, and work in progress under its control until Final Acceptance by the District. The Contractor shall be responsible for repairing or replacing, at its own expense, any damage to the Work or to District property resulting from the acts or omissions of the Contractor, its employees, subcontractors, suppliers, or agents. Unless otherwise specifically provided in the Contract Documents, the District will not provide Builder's Risk insurance for the Contractor's equipment, materials, temporary structures, or work in progress.

SECTION 13: Bonding Requirements

13.1 General Requirements

Because this Project involves the construction and improvement of a public-school facility, the successful Contractor shall furnish the bonds required by this Section as a condition precedent to execution of the Contract. The purpose of the required bonds is to:

- Guarantee faithful performance of the Contract;
- Protect the District from Contractor default;
- Protect subcontractors, suppliers, and laborers furnishing labor and materials to the Project;
- Provide financial security throughout completion of the Work.

The cost of all required bonds shall be included in the Contractor's proposal. No separate payment will be made for bonding.

13.2 Bid Bond

A Bid Bond is **not required** for this solicitation. Submission of a proposal shall constitute the proposer's commitment to execute the Contract and provide the required Performance Bond, Payment Bond, insurance, and other post-award documentation if selected for award. Failure of the successful proposer to execute the Contract or provide the required post-award documents

within the time specified by the District may constitute grounds for withdrawal of the award and award to another proposer.

13.3 Performance Bond

Within ten (10) calendar days following Notice of Award, or within such other time established by the District, the successful Contractor shall furnish a Performance Bond in the amount of **one hundred percent (100%) of the Contract Price**. The Performance Bond shall guarantee:

- Faithful performance of the Contract;
- Completion of all Work required by the Contract Documents;
- Correction of defective work required under the Contract;
- Performance of warranty obligations to the extent provided by the bond and applicable law.

The Performance Bond shall remain in effect until Final Completion of the Project and satisfaction of all obligations secured by the bond.

13.4 Payment Bond

Within ten (10) calendar days following Notice of Award, or within such other time established by the District, the successful Contractor shall furnish a Payment Bond in the amount of **one hundred percent (100%) of the Contract Price**. The Payment Bond shall guarantee payment of all persons furnishing labor, materials, equipment, or services for the Project in accordance with applicable law.

13.5 Surety Qualifications

All bonds shall be executed by a surety company:

- Authorized to transact surety business in the State of Utah;
- Licensed and in good standing with the Utah Insurance Department;
- Holding a current A.M. Best financial strength rating of **A- (Excellent)** or better, unless otherwise approved in writing by the District.

The District reserves the right to reject bonds issued by a surety determined to be financially inadequate or otherwise unacceptable.

13.6 Bond Execution

The Performance Bond and Payment Bond shall:

- Identify the Project;
- Identify the Contractor as Principal;
- Identify North Sanpete School District as Obligee;
- State the penal sum of the bond;
- Be signed by authorized representatives of the Principal and Surety;
- Bear the Surety's corporate seal, if applicable;
- Include a valid Power of Attorney for the individual executing the bond on behalf of the Surety.

The District may require replacement of any bond determined to be defective, incomplete, or non-compliant.

13.7 Failure to Provide Required Bonds

Failure of the successful proposer to furnish the required bonds within the time established by the District may result in:

- Withdrawal of the Notice of Award;
- Rejection of the proposal;
- Award to another proposer;
- Cancellation of the procurement;
- Any other remedy available under the Solicitation or applicable law.

The District shall not be obligated to execute the Contract until all required bonding documentation has been received and approved.

13.8 Replacement Bonds

If any bond required under this Contract becomes impaired, cancelled, expires, or is otherwise determined by the District to provide inadequate security, the Contractor shall immediately furnish a replacement bond acceptable to the District. Failure to maintain required bonding may constitute a material breach of the Contract.

13.9 Bond Claims

Nothing contained in this Section shall limit the District's right to pursue recovery under any Performance Bond or Payment Bond in accordance with the terms of the bond, the Contract Documents, or applicable law. The District expressly reserves all rights available under the Contract, the bonds, and applicable law.

13.10 No Limitation of Contractor Responsibility

The furnishing of bonds shall not limit the Contractor's liability or obligations under the Contract. The Contractor shall remain fully responsible for:

- Proper performance of the Work;
- Compliance with the Contract Documents;
- Warranty obligations;
- Correction of defective work;
- Payment of subcontractors and suppliers;
- All other obligations imposed by the Contract.

The obligations of the Contractor shall be independent of, and in addition to, the obligations of the Surety.

13.11 Bond Forms

The forms of Performance Bond and Payment Bond attached to this Solicitation are provided to establish the minimum required terms and conditions. The District reserves the right to approve or reject any substitute bond form proposed by the successful Contractor or Surety. The successful Contractor shall not materially alter the District's required bond forms without the prior written approval of the District.

SECTION 14: Protest Procedures

14.1 Purpose

The District is committed to conducting procurements in a fair, open, and impartial manner. Any proposer who believes that a solicitation, evaluation, or proposed award has been conducted in violation of applicable law, District policy, or the requirements of this Solicitation may submit a written protest in accordance with this Section. Nothing contained in this Section shall limit any rights or obligations established under applicable Utah law.

14.2 Protest Officer

All protests shall be submitted to the District's Business Administrator. No protest shall be considered unless submitted in writing. Protests submitted to other District employees, Board members, consultants, or project representatives may be forwarded to the Business Administrator but shall not be deemed officially received until received by the Business Administrator.

14.3 Protest Deadline

A written protest shall be received by the District no later than **seven (7) calendar days** after the protesting party knew or reasonably should have known of the facts giving rise to the protest, unless a different deadline is required by applicable law. Failure to timely submit a protest shall constitute a waiver of the protest.

14.4 Required Contents of Protest

The written protest shall include, at a minimum:

- The name, address, telephone number, and email address of the protesting party;
- The name of the individual authorized to act on behalf of the protesting party;
- Identification of the solicitation by title and RFP number;
- A detailed statement of the factual and legal grounds supporting the protest;
- Identification of the specific portions of the Solicitation, evaluation, or procurement action being challenged;
- Copies of any supporting documentation;
- A statement describing the relief requested;
- The signature of an authorized representative.

General allegations, unsupported conclusions, or vague assertions shall not constitute a valid protest.

14.5 District Review

Upon receipt of a timely protest, the Business Administrator may:

- Request additional information;
- Request clarification of issues raised;
- Meet with the protesting party;
- Consult with legal counsel;
- Consult with technical advisors;
- Review procurement records;
- Conduct any investigation deemed appropriate.

The Business Administrator may also request information from other proposers or District personnel as necessary to evaluate the protest.

14.6 District Decision

Following review of the protest, the Business Administrator shall issue a written decision. The decision may:

- Deny the protest;
- Sustain the protest in whole or in part;
- Recommend corrective action;
- Cancel or amend the solicitation;
- Reopen discussions;
- Reevaluate proposals;
- Recommend a new award decision; or
- Take any other action authorized by law.

Unless otherwise required by law, the written decision shall constitute the District's final administrative determination regarding the protest.

14.7 Effect of Protest on Procurement

Submission of a protest shall not automatically suspend or delay the procurement process. The District reserves the right to continue evaluation, negotiations, award, or other procurement activities if the District determines that doing so is in the best interests of the District. The District may suspend procurement activities if it determines that suspension is appropriate under the circumstances.

14.8 Costs of Protest

Each party shall bear its own costs associated with preparation, submission, investigation, and resolution of any protest. The District shall not be responsible for any costs, attorney fees, consultant fees, lost profits, proposal preparation costs, or other expenses incurred by any proposer in connection with a protest.

14.9 Good Faith Requirement

By submitting a protest, the protesting party certifies that the protest is submitted in good faith and is supported by a reasonable factual and legal basis. The District reserves the right to reject protests that are frivolous, repetitive, untimely, or submitted solely for the purpose of delaying the procurement process.

14.10 Preservation of Procurement Records

The District shall maintain procurement records in accordance with applicable records retention requirements and the Utah Government Records Access and Management Act (GRAMA). Nothing contained in this Section shall require the District to disclose records that are protected, controlled, or otherwise exempt from disclosure under applicable law.

14.11 Reservation of Rights

Nothing contained in this Section shall:

- Limit the District's authority to reject any or all proposals;
- Limit the District's authority to cancel the Solicitation;

- Limit the District's authority to negotiate with proposers;
- Limit the District's authority to seek clarification of proposals;
- Create any contractual rights prior to execution of a written Contract;
- Expand any rights of a proposer beyond those provided by applicable law.

The District reserves all rights and remedies available under the Contract Documents, applicable law, and District policy.

ATTACHMENT A - PROPOSAL FORM**Mount Pleasant Elementary School
Hydronic Boiler Replacement Project
RFP No. 27-001****PROPOSER INFORMATION**

Legal Name of Proposer:

DBA (if applicable):

Business Address:

City, State, Zip:

Telephone:

Email:

Utah Contractor License Number:

License Classification:

Federal Tax Identification Number (EIN):

Authorized Representative:

Title:

PROPOSAL

To: North Sanpete School District

The undersigned Proposer hereby submits this Proposal to furnish all labor, supervision, materials, equipment, tools, transportation, permits, testing, startup, commissioning, controls integration, documentation, warranty services, and all other work necessary to complete the Mount Pleasant Elementary School Hydronic Boiler Replacement Project in accordance with the Request for Proposals and all Contract Documents.

The Proposer certifies that it has carefully examined the Solicitation Documents, has become familiar with the Project requirements, has reviewed all Addenda issued by the District, has investigated the Site to the extent deemed necessary, and has included in this Proposal all costs necessary to complete the Work.

BASE PROPOSAL

The Proposer agrees to complete the Work for the following Lump Sum Price:

Base Proposal Amount \$ _____
(_____ Dollars)

EQUIPMENT PROPOSEDManufacturer:

Model:

Number of Boilers:

Thermal Efficiency:

Turndown Ratio:

Heat Exchanger Material:

Factory Startup Included? ☐ Yes ☐ NoFactory Commissioning Included? ☐ Yes ☐ No**PROJECT SCHEDULE**

The Proposer certifies that it can meet the Contract Schedule established in the Solicitation.

Estimated Lead Time for Equipment:

Estimated Mobilization Date:

Estimated Date of Substantial Completion:

Estimated Date of Final Completion:

SERVICE SUPPORTFactory-Authorized Service Organization:

Address:

Distance from Mount Pleasant Elementary School:

Emergency Service Available? ☐ Yes. ☐ No24-Hour Emergency Contact Number:

CERTIFICATIONS

By signing this Proposal, the Proposer certifies that:

- ☐ The Proposal has been independently prepared.
- ☐ The Proposer has visited or had the opportunity to visit the Project Site.
- ☐ The Proposer has carefully reviewed the Solicitation Documents.

- ☐ The Proposer has included all labor, materials, equipment, supervision, permits, temporary facilities, startup, commissioning, controls integration, training, warranty obligations, and incidental costs necessary to complete the Project.
- ☐ The Proposer possesses all licenses required to perform the Work.
- ☐ The Proposer can furnish the required insurance.
- ☐ The Proposer can furnish the required Performance Bond and Payment Bond.
- ☐ The Proposer agrees to the Liquidated Damages provisions contained in the Solicitation without exception.
- ☐ The Proposer agrees that this Proposal shall remain irrevocable for ninety (90) calendar days following the Proposal Submission Deadline.
- ☐ The Proposer understands that North Sanpete School District reserves the right to reject any or all Proposals and that submission of this Proposal does not obligate the District to award a Contract.

REQUIRED ATTACHMENTS

The following documents are attached to this Proposal:

- | | |
|---|--|
| ☐ Executive Summary | ☐ Manufacturer Warranty Information |
| ☐ Contractor Qualifications | ☐ Local Service Documentation |
| ☐ Key Personnel Qualifications | ☐ Contractor Certification |
| ☐ Technical Proposal | ☐ Non-Collusion Affidavit |
| ☐ Preliminary Project Schedule | ☐ Iran Divestment Act Certification |
| ☐ Cost Proposal | ☐ Debarment Certification |
| ☐ Equipment Data Sheets | ☐ Subcontractor List |
| ☐ References | ☐ Other Supporting Documentation |

AUTHORIZED SIGNATURE

The undersigned certifies that he or she is authorized to bind the Proposer to this Proposal and that all information contained herein is true and correct.

Company Name:

Authorized Representative:

Title:

Signature:

Date:

Telephone:

Email:

FOR DISTRICT USE ONLY

Proposal Received:

Date/Time:

Received By:

Proposal Determined Responsive: ☐ Yes ☐ No

ATTACHMENT B - Cost Proposal Form

**Mount Pleasant Elementary School
Hydronic Boiler Replacement Project
RFP No. 27-001**

PROPOSER INFORMATION

Company Name:

Authorized Representative:

Telephone:

Email:

INSTRUCTIONS

This Cost Proposal shall include all labor, supervision, materials, equipment, transportation, permits, temporary facilities, testing, startup, commissioning, controls integration, training, warranty obligations, overhead, profit, taxes (except those from which the District is exempt), insurance, bonding, and all other costs necessary to complete the Work described in the Solicitation and Contract Documents. The Contractor is responsible for reviewing all Solicitation Documents before submitting this Cost Proposal. Unless specifically identified below, no additional compensation shall be paid for work reasonably necessary to complete the Project.

1. BASE PROPOSAL

The undersigned proposes to furnish all labor, materials, equipment, supervision, services, and incidentals necessary to complete the Project for the following Lump Sum Amount:

BASE PROPOSAL: \$ _____
(_____ Dollars)

2. COST BREAKDOWN *(For Information Only – Not for Payment Purposes)*

Category	Amount
Equipment	
Mechanical Installation	
Electrical Work	
Controls Integration / BAS	
Startup & Commissioning	
Training & Closeout Documentation	
Performance & Payment Bonds	

Category	Amount
Insurance	
Overhead & Profit	
Total (Should Equal Base Proposal)	

The cost breakdown is requested solely for evaluation, negotiation, and contract administration purposes and shall not modify the Contractor's obligation to perform all Work for the Base Proposal amount.

3. ALLOWANCES

If no allowances are proposed, state "None."

Description	Amount

4. VOLUNTARY ALTERNATES

The District may, but is not obligated to, consider voluntary alternates that provide additional value to the Project. Alternates shall not reduce the quality, durability, warranty, or performance required by the Solicitation.

Alternate	Add / Deduct

5. UNIT PRICES

Provide unit pricing that may be used for authorized changes in the Work.

Item	Unit Price
Additional Mechanical Labor (per hour)	
Additional Electrician Labor (per hour)	
Additional Controls Technician (per hour)	

Item	Unit Price
Additional Crane Mobilization	
Additional Pipe Insulation (per linear foot)	

Unit prices shall remain valid for the duration of the Project and may be used only upon written authorization by the District through an approved Change Order.

6. EQUIPMENT LEAD TIMES

Estimated Boiler Manufacturing Lead Time:

Estimated Delivery Date:

7. PRICE ASSUMPTIONS

Identify any assumptions affecting pricing. If none, state "None."

The District reserves the right to reject assumptions that materially modify the Solicitation or shift risk to the District.

8. EXCLUSIONS

Identify any exclusions from this Cost Proposal. If none, state "None."

Exclusions that conflict with the Solicitation or Contract Documents may result in the Proposal being determined non-responsive.

9. PRICE VALIDITY

The undersigned agrees that the prices contained in this Cost Proposal shall remain firm for a period of ninety (90) calendar days following the Proposal Submission Deadline.

10. CERTIFICATION

By signing below, the Proposer certifies that:

- The Base Proposal includes all costs necessary to complete the Project in accordance with the Solicitation and Contract Documents.
- The Proposer has reviewed the Site and Solicitation Documents.
- The Proposer understands that the District intends to award a fixed-price construction contract.
- No additional compensation will be requested for work reasonably inferable from the Contract Documents unless authorized through a written Change Order executed by the District.

AUTHORIZED SIGNATURE

Company Name:

Authorized Representative:

Title:

Signature:

Date:

ATTACHMENT C - References Form**Mount Pleasant Elementary School
Hydronic Boiler Replacement Project
RFP No. 27-001****PROPOSER INFORMATION**

Company Name:

Authorized Representative:

Telephone:

Email:

INSTRUCTIONS

The Proposer shall provide references for **five (5)** projects of similar scope and complexity completed within the past **seven (7) years**. Preference will be given to projects involving:

- Public school districts;
- K–12 educational facilities;
- Occupied buildings;
- Hydronic heating systems;
- Condensing boiler replacements;
- Building Automation System (BAS) integration;
- Projects of similar size and complexity.

The District reserves the right to contact any reference listed below, as well as other project owners known to the District, for the purpose of evaluating the Proposer's qualifications, performance, responsiveness, and overall responsibility.

REFERENCE NO. 1

Owner/Agency:

Project Name:

Project Location:

Owner Contact Person:

Title:

Telephone:

Email:

Project Completion Date:

Original Contract Amount: \$ _____

Final Contract Amount: \$ _____

Project Description:

Scope Included (Check all that apply):

☐ Boiler Replacement

☐ Hydronic Heating System

☐ Condensing Boilers

☐ Occupied Facility

☐ K-12 School

☐ Public Agency

☐ BAS Integration

☐ Controls Upgrade

☐ Commissioning

☐ Other:

Were Liquidated Damages Assessed? ☐ No ☐ Yes (Explain)

Were Warranty Claims Submitted? ☐ No ☐ Yes (Explain)

REFERENCE NO. 2

Owner/Agency:

Project Name:

Project Location:

Owner Contact Person:

Title:

Telephone:

Email:

Project Completion Date:

Original Contract Amount: \$ _____

Final Contract Amount: \$ _____

Project Description:

Scope Included (Check all that apply):

☐ Boiler Replacement

☐ Hydronic Heating System

- ☐ Condensing Boilers
☐ Occupied Facility
☐ K-12 School
☐ Public Agency

- ☐ BAS Integration
☐ Controls Upgrade
☐ Commissioning
☐ Other:

Were Liquidated Damages Assessed? ☐ No ☐ Yes (Explain)

Were Warranty Claims Submitted? ☐ No ☐ Yes (Explain)

REFERENCE NO. 3

Owner/Agency:

Project Name:

Project Location:

Owner Contact Person:

Title:

Telephone:

Email:

Project Completion Date:

Original Contract Amount: \$ _____

Final Contract Amount: \$ _____

Project Description:

Scope Included (Check all that apply):

- ☐ Boiler Replacement
☐ Hydronic Heating System
☐ Condensing Boilers
☐ Occupied Facility
☐ K-12 School

- ☐ Public Agency
☐ BAS Integration
☐ Controls Upgrade
☐ Commissioning
☐ Other:

Were Liquidated Damages Assessed? ☐ No ☐ Yes (Explain)

Were Warranty Claims Submitted? ☐ No ☐ Yes (Explain)

REFERENCE NO. 4

Owner/Agency:

Project Name:

Project Location:

Owner Contact Person:

Title:

Telephone:

Email:

Project Completion Date:

Original Contract Amount: \$ _____

Final Contract Amount: \$ _____

Project Description:

Scope Included (Check all that apply):

- | | |
|--|---|
| ☐ Boiler Replacement | ☐ Public Agency |
| ☐ Hydronic Heating System | ☐ BAS Integration |
| ☐ Condensing Boilers | ☐ Controls Upgrade |
| ☐ Occupied Facility | ☐ Commissioning |
| ☐ K-12 School | ☐ Other: |

Were Liquidated Damages Assessed? ☐ No ☐ Yes (Explain)

Were Warranty Claims Submitted? ☐ No ☐ Yes (Explain)

REFERENCE NO. 5

Owner/Agency:

Project Name:

Project Location:

Owner Contact Person:

Title:

Telephone:

Email:

Project Completion Date:

Original Contract Amount: \$ _____

Final Contract Amount: \$ _____

Project Description:

Scope Included (Check all that apply):

☐ Boiler Replacement

☐ Public Agency

☐ Hydronic Heating System

☐ BAS Integration

☐ Condensing Boilers

☐ Controls Upgrade

☐ Occupied Facility

☐ Commissioning

☐ K-12 School

☐ Other:

Were Liquidated Damages Assessed? ☐ No ☐ Yes (Explain)

Were Warranty Claims Submitted? ☐ No ☐ Yes (Explain)

ADDITIONAL PROJECT EXPERIENCE

If the Proposer wishes to identify additional projects demonstrating specialized experience, list them below.

Project	Owner	Year Completed

AUTHORIZATION TO CONTACT REFERENCES

The Proposer authorizes North Sanpete School District to contact any reference listed in this form and to discuss the Proposer's performance, workmanship, project management,

communication, scheduling, warranty support, claims history, and overall satisfaction with the completed project. The Proposer further authorizes the District to contact other owners, architects, engineers, construction managers, or public agencies familiar with the Proposer's work, whether or not those references are listed in this Proposal.

CERTIFICATION

I certify that the information contained in this References Form is true and correct to the best of my knowledge and that the listed references are authorized to discuss the projects identified herein.

Company Name:

Authorized Representative:

Title:

Signature:

Date:

ATTACHMENT D - Subcontractor List**Mount Pleasant Elementary School
Hydronic Boiler Replacement Project
RFP No. 27-001****PROPOSER INFORMATION**

Company Name:

Authorized Representative:

Telephone:

Email:

INSTRUCTIONS

The Proposer shall identify each Subcontractor proposed to perform a significant portion of the Work. This attachment shall include all Subcontractors anticipated to perform specialized construction, installation, commissioning, controls integration, or other trade work on the Project. If a portion of the Work will be self-performed by the Proposer, indicate **“Self-Performed.”** The District reserves the right to review the qualifications and experience of proposed Subcontractors and to request additional information concerning any listed Subcontractor. The successful Contractor shall not substitute a listed Subcontractor without the prior written approval of the District, except where substitution is necessitated by circumstances beyond the Contractor’s reasonable control and approved by the District.

PROPOSED SUBCONTRACTORS

Trade / Scope of Work	Company Name	City & State	Utah License No.	Self-Performed
Mechanical / HVAC				☐
Electrical				☐
Building Automation System (BAS) Integration				☐
Controls Programming				☐
Crane / Rigging				☐
Insulation				☐

Trade / Scope of Work	Company Name	City & State	Utah License No.	Self-Performed
Roofing / Roof Penetrations				☐
Demolition				☐
Startup & Commissioning				☐
Testing / Balancing				☐
Other:				☐
Other: _____				☐

FACTORY-AUTHORIZED SERVICE REPRESENTATIVE

If startup, commissioning, warranty service, or manufacturer support will be performed by an entity other than the Contractor, identify that organization below.

Company Name:

Manufacturer Represented:

Business Address:

Primary Contact:

Telephone:

Email:

Services to be Provided (check all that apply):

☐ Factory Startup

☐ Controls Support

☐ Commissioning

☐ Technical Training

☐ Warranty Registration

☐ Other:

☐ Warranty Service

SUBCONTRACTOR CERTIFICATION

The undersigned certifies that:

- The Subcontractors identified in this Exhibit are those intended to perform the Work described.

- Each listed Subcontractor is believed to possess the qualifications, experience, licensing, and resources necessary to perform its assigned scope of work.
- The Contractor remains fully responsible for the performance, supervision, safety, scheduling, quality of work, and contractual obligations of all Subcontractors.
- No subcontracting arrangement shall relieve the Contractor of any responsibility under the Contract Documents.

The Contractor further acknowledges that the District may request additional information concerning any proposed Subcontractor before award or during performance of the Work.

CHANGES TO SUBCONTRACTORS

Following award of the Contract, the Contractor shall notify the District in writing before replacing any listed Subcontractor. The request shall include:

- The reason for the proposed substitution;
- The qualifications of the proposed replacement;
- Any impact on Project schedule, cost, warranty, or quality.

No substitution shall occur without the District's prior written approval, except in the case of an emergency requiring immediate action to protect life, safety, or property.

AUTHORIZED SIGNATURE

Company Name:

Authorized Representative:

Title:

Signature:

Date:

ATTACHMENT E - Contractor Certification**Mount Pleasant Elementary School
Hydronic Boiler Replacement Project
RFP No. 27-001****PROPOSER INFORMATION**Legal Name of Proposer:

Business Address:

City, State, Zip:

Utah Contractor License Number:

License Classification:

Authorized Representative:

Title:

Telephone:

Email:

CONTRACTOR CERTIFICATION

The undersigned, being duly authorized to act on behalf of the Proposer, hereby certifies, represents, and warrants to North Sanpete School District that the following statements are true and correct as of the date this Certification is executed.

1. Authority to Submit Proposal

The individual signing this Certification is authorized to execute this Proposal and to legally bind the Proposer to the obligations contained in the Solicitation and any resulting Contract.

2. Licensing

The Proposer possesses all licenses, registrations, and other legal authorizations required to perform the Work described in the Solicitation. The Proposer agrees to maintain all required licenses throughout the duration of the Project.

3. Qualifications

The Proposer possesses the experience, personnel, equipment, financial resources, and organizational capacity necessary to successfully complete the Project. The Proposer further certifies that the personnel identified in the Proposal possess the qualifications represented therein.

4. Ability to Perform

The Proposer has carefully reviewed the Solicitation Documents, investigated the Project Site to the extent deemed necessary, and has sufficient resources to complete the Project within the required schedule. The Proposer certifies that it can furnish all labor, supervision, equipment,

materials, permits, temporary facilities, startup, commissioning, controls integration, warranty services, documentation, and other resources necessary to complete the Work.

5. Compliance with Laws

The Proposer agrees to comply with all applicable:

- Federal laws;
- State of Utah laws;
- Local ordinances;
- Building codes;
- Safety regulations;
- Occupational Safety and Health requirements;
- Licensing requirements;
- Environmental requirements;
- Procurement requirements;
- Other legal requirements applicable to the Project.

6. Insurance and Bonding

If awarded the Contract, the Proposer certifies that it can furnish:

- Commercial General Liability Insurance;
- Automobile Liability Insurance;
- Workers' Compensation Insurance;
- Employer's Liability Insurance;
- Any additional insurance required by the Solicitation;
- Performance Bond;
- Payment Bond.

The Proposer understands that failure to provide the required insurance or bonds may result in withdrawal of the award.

7. Manufacturer Requirements

The Proposer certifies that the proposed installation shall comply with all manufacturer requirements necessary to preserve applicable warranty coverage. The Proposer further certifies that factory-authorized startup, commissioning, and warranty registration shall be completed as required by the Contract Documents.

8. Building Automation System Integration

The Proposer certifies that the proposed boiler system can be integrated with the District's existing Yamas Building Automation System as required by the Solicitation. The Proposer further certifies that all required hardware, software, programming, gateways, licenses, and integration services have been included in the Proposal unless specifically identified otherwise.

9. Occupied School Requirements

The Proposer certifies that it has reviewed the occupied-school requirements contained in the Solicitation and agrees to comply with all safety, security, identification, supervision, background screening (if required), visitor management, and site access requirements established by the District. The Proposer further certifies that it has included all costs associated with compliance in its Proposal.

10. Proposal Accuracy

The Proposer certifies that all information contained in the Proposal is true, complete, and accurate to the best of its knowledge. The Proposer understands that the District may rely upon the information submitted in evaluating the Proposal and making an award determination.

11. Changes in Status

The Proposer agrees to promptly notify the District in writing of any material change occurring after submission of the Proposal and before execution of the Contract, including changes affecting:

- Licensing;
- Insurance;
- Bonding capacity;
- Financial condition;
- Ownership;
- Key personnel;
- Litigation materially affecting the Project;
- Ability to perform the Work.

12. Continuing Certification

The certifications contained in this Exhibit shall remain true and correct throughout the procurement process and, if awarded the Contract, throughout the performance of the Work. If any certification becomes inaccurate or incomplete, the Proposer shall immediately notify the District in writing.

13. Fair Competition Certification

The Proposer certifies that its Proposal has been independently prepared and submitted in good faith. The Proposer further certifies that it has not knowingly participated in any agreement, arrangement, or understanding with another proposer or other person for the purpose of restricting competition or improperly influencing this procurement. The Proposer understands that any violation of applicable procurement laws or submission of materially false information may result in rejection of the Proposal, termination of any resulting Contract, or other remedies available under applicable law.

CERTIFICATION

I certify under penalty of law that the statements contained in this Contractor Certification are true and correct to the best of my knowledge and belief. I understand that the District may reject the Proposal, terminate the Contract, or pursue any other remedies available under the Contract or applicable law if any material representation contained herein is determined to be false or misleading.

AUTHORIZED SIGNATURE

Company Name:

Authorized Representative:

Title:

Signature:

Date:

Telephone:

Email:

ATTACHMENT F - Debarment Certification**Mount Pleasant Elementary School
Hydronic Boiler Replacement Project
RFP No. 27-001****PROPOSER INFORMATION**Company Name:

Business Address:

City, State, Zip:

Authorized Representative:

Title:

Telephone:

Email:

CERTIFICATION

The undersigned certifies on behalf of the Proposer that, to the best of the undersigned's knowledge and belief:

1. The Proposer is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public contracting by any federal, state, or local governmental entity.
2. The Proposer's principals, officers, directors, owners, and key employees are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public contracting by any federal, state, or local governmental entity.
3. The Proposer has not, within the past three (3) years, been convicted of or had a civil judgment rendered against it for fraud, criminal offense in connection with obtaining or performing a public contract, violation of antitrust laws, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.
4. The Proposer is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, any offense described above.
5. The Proposer has not, within the past three (3) years, had one or more public contracts terminated for cause or default.
6. The Proposer shall notify North Sanpete School District immediately in writing if its status changes before award or during performance of any resulting Contract.
7. The Proposer understands that a false certification may result in rejection of the Proposal, withdrawal of award, termination of Contract, or other remedies available under applicable law or the Contract Documents.

EXPLANATION OF EXCEPTIONS

If the Proposer cannot certify to any statement above, provide a written explanation below or attach additional pages. ☐ No exceptions. ☐ Exceptions are described below or attached.

Explanation:

AUTHORIZED SIGNATURE

I certify that I am authorized to execute this Certification on behalf of the Proposer and that the foregoing statements are true and correct to the best of my knowledge and belief.

Company Name:

Authorized Representative:

Title:

Signature:

Date:

ATTACHMENT G - Performance Bond**Mount Pleasant Elementary School
Hydronic Boiler Replacement Project
RFP No. 27-001****PERFORMANCE BOND****Bond No.:** _____**Penal Sum:** \$ _____**PRINCIPAL (Contractor)**

Legal Name: _____

Business Address: _____

City, State, Zip: _____

SURETY

Company Name: _____

Business Address: _____

City, State, Zip: _____

OBLIGEE

North Sanpete School District
290 East 100 North
Mount Pleasant, Utah 84647

RECITALS

WHEREAS, the Obligee has awarded to the Principal a Contract for the **Mount Pleasant Elementary School Hydronic Boiler Replacement Project**, identified as **RFP No. 27-001** (the "Contract"); and WHEREAS, the Contract requires the Principal to furnish a Performance Bond as security for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and Surety bind themselves, jointly and severally, to the Obligee in the amount of the Penal Sum stated above, subject to the terms and conditions of this Bond.

CONDITIONS OF THIS BOND

If the Principal:

1. Faithfully performs all obligations of the Contract;
2. Completes the Work in accordance with the Contract Documents;
3. Corrects defective or non-conforming Work as required by the Contract;
4. Performs all warranty obligations required by the Contract; and
5. Fully satisfies all obligations secured by this Bond,

then this Bond shall be null and void; otherwise, it shall remain in full force and effect.

SURETY OBLIGATIONS

Upon written declaration by the District that the Principal is in default of the Contract, the Surety shall promptly:

- Investigate the alleged default;
- Notify the District of the Surety's intended course of action within a reasonable time;
- Perform its obligations under the Bond and applicable law.

The Surety may satisfy its obligations by one or more of the following methods, as appropriate:

1. Arranging for the Principal to complete the Work;
2. Undertaking completion of the Work through another qualified contractor acceptable to the District;
3. Tendering a replacement contractor acceptable to the District;
4. Paying the District the amount for which the Surety is liable under the Bond, not to exceed the Penal Sum.

Nothing in this Bond shall be construed to limit any rights or remedies available to the District under the Contract or applicable law.

ALTERATIONS OF THE CONTRACT

Changes in the Work, Change Orders, modifications of the Contract, extensions of Contract Time, or adjustments in the Contract Price shall not release or discharge the Surety from liability under this Bond, provided such changes are made in accordance with the Contract Documents. No alteration of the Contract shall require the consent of the Surety unless required by applicable law.

TERM OF BOND

This Bond shall remain in effect until:

- The Work has achieved Final Completion;
- The Principal has satisfied all obligations secured by this Bond; and
- The Surety has been released in writing by the District or otherwise discharged in accordance with applicable law.

GOVERNING LAW

This Bond shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any action arising under this Bond shall lie in a court of competent jurisdiction within the State of Utah.

NO WAIVER

No act or omission of the District, including inspections, acceptance of work, progress payments, or Final Payment, shall constitute a waiver of any rights under this Bond unless expressly stated in writing.

EXECUTION

Executed this _____ day of _____, 20.

PRINCIPAL

Company Name:

By:

Printed Name:

Title:

Signature:

SURETY

Surety Company:

By:

Attorney-in-Fact:

Signature:

SURETY CONTACT INFORMATION

Claims Address:

Telephone:

Email:

POWER OF ATTORNEY

A current Power of Attorney authorizing the individual signing this Bond on behalf of the Surety shall be attached to this Bond and incorporated herein by reference.

ATTACHMENT H - Payment Bond**Mount Pleasant Elementary School
Hydronic Boiler Replacement Project
RFP No. 27-001****PAYMENT BOND****Bond No.:** _____**Penal Sum: \$** _____**PRINCIPAL (Contractor)**

Legal Name: _____

Business Address: _____

City, State, Zip: _____

SURETY

Company Name: _____

Business Address: _____

City, State, Zip: _____

OBLIGEE

North Sanpete School District
290 East 100 North
Mount Pleasant, Utah 84647

RECITALS

WHEREAS, the Obligee has awarded to the Principal a Contract for the **Mount Pleasant Elementary School Hydronic Boiler Replacement Project**, identified as **RFP No. 27-001** (the "Contract"); and WHEREAS, the Contract requires the Principal to furnish a Payment Bond as security for the payment of persons furnishing labor, materials, equipment, or services in connection with the Project;

NOW, THEREFORE, the Principal and Surety bind themselves, jointly and severally, to the Obligee in the amount of the Penal Sum stated above, subject to the terms and conditions of this Bond.

CONDITIONS OF THIS BOND

If the Principal promptly pays all lawful claims of subcontractors, suppliers, laborers, equipment lessors, and other persons furnishing labor, materials, equipment, or services for the Project in accordance with the Contract Documents and applicable law, then this Bond shall be null and void; otherwise, it shall remain in full force and effect.

OBLIGATIONS OF THE PRINCIPAL

The Principal shall:

1. Promptly pay all subcontractors, suppliers, laborers, equipment providers, and others furnishing labor, materials, or services for the Project.
2. Comply with all payment obligations required by the Contract Documents.
3. Defend, indemnify, and hold harmless the District from claims arising from the Principal's failure to make such payments, to the extent permitted by law.

OBLIGATIONS OF THE SURETY

Upon receipt of a proper claim and following investigation consistent with the terms of this Bond and applicable law, the Surety shall satisfy valid obligations secured by this Bond, up to the Penal Sum. The Surety may:

- Pay valid claims directly;
- Resolve disputed claims;
- Defend claims determined to be invalid;
- Take any other action permitted under the Bond or applicable law.

Nothing contained herein shall expand or diminish the rights of any claimant under applicable law.

CHANGES TO THE CONTRACT

No Change Order, amendment, alteration, extension of time, increase or decrease in the Contract Price, or modification of the Work shall release or discharge the Surety from liability under this Bond, provided such changes are made in accordance with the Contract Documents.

TERM OF BOND

This Bond shall remain in effect until:

- All obligations secured by this Bond have been satisfied; or
- The Surety has otherwise been discharged in accordance with applicable law.

GOVERNING LAW

This Bond shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any action arising under this Bond shall lie in a court of competent jurisdiction within the State of Utah.

NO WAIVER

No act or omission by the District, including approval of payment applications, inspections, acceptance of the Work, or Final Payment, shall constitute a waiver of any rights under this Bond.

EXECUTION

Executed this _____ day of _____, 20____.

PRINCIPAL

Company Name:

By:

Printed Name:

Title:

Signature:

SURETY

Surety Company:

By:

Attorney-in-Fact:

Signature:

SURETY CONTACT INFORMATION

Claims Address:

Telephone:

Email:

POWER OF ATTORNEY

A current Power of Attorney authorizing the individual signing this Bond on behalf of the Surety shall be attached to this Bond and incorporated herein by reference.

ATTACHMENT I - Change Order Form**Mount Pleasant Elementary School
Hydronic Boiler Replacement Project
RFP No. 27-001****CHANGE ORDER****Change Order No.:** _____**Contract No. / RFP No.:** _____**Date:** _____**PROJECT INFORMATION****Project:** Mount Pleasant Elementary School Hydronic Boiler Replacement Project**Owner:**

North Sanpete School District

290 East 100 North

Mount Pleasant, Utah 84647

Contractor:_____
_____**CHANGE DESCRIPTION**

Describe the proposed change in sufficient detail to clearly identify the additional, deleted, or revised Work.

_____**REASON FOR CHANGE**

- ☐ Owner Requested
☐ Unforeseen Existing Conditions
☐ Design Clarification
☐ Code Requirement
☐ Manufacturer Requirement
☐ Value Engineering
☐ Material Availability
☐ Field Condition
☐ Other:

_____**CONTRACT PRICE ADJUSTMENT****Original Contract Amount.** \$ _____**Previous Approved Change Orders** \$ _____**Net Increase (Decrease) This Change Order** \$ _____

Revised Contract Amount \$ _____

CONTRACT TIME ADJUSTMENT

Current Substantial Completion Date: _____

Change in Contract Time:

- ☐ No Change
☐ Increase of _____ Calendar Days
☐ Decrease of _____ Calendar Days

Revised Substantial Completion Date: _____

Current Final Completion Date: _____

Revised Final Completion Date: _____

CONTRACTOR'S COST BREAKDOWN

Description	Amount
Labor	
Materials	
Equipment	
Subcontractors	
Overhead	
Profit	
Other	
Total Change Order Amount	

Attach supporting quotations, invoices, estimates, or other documentation as appropriate.

IMPACT ON PROJECT

The Contractor certifies that this Change Order will have the following impact on the Project:

- ☐ No effect on warranties
☐ No effect on Building Automation System integration
☐ No effect on manufacturer requirements
☐ No effect on permits or inspections
☐ No effect on performance guarantees

If any item above is affected, explain below:

CONTRACTOR CERTIFICATION

The Contractor certifies that:

- The pricing contained herein is fair and reasonable.
- The requested adjustment represents the full cost associated with this Change.
- The Change Order includes all labor, materials, equipment, supervision, overhead, profit, permits, taxes, insurance, and incidental costs associated with the Change.
- No additional compensation will be requested for this Change unless subsequently authorized in writing by the District.

DISTRICT APPROVAL

The District has reviewed the proposed Change Order and determines that:

- ☐ The Change is approved.
- ☐ The Change is approved subject to the conditions listed below.
- ☐ The Change is denied.

Conditions or Comments:

AUTHORIZATION

This Change Order shall not become effective until executed by authorized representatives of both Parties. Except as specifically modified herein, all other terms and conditions of the Contract Documents shall remain unchanged and in full force and effect. No Work described in this Change Order shall commence until this Change Order has been fully executed by the District and the Contractor unless expressly authorized in writing by the District.

NORTH SANPETE SCHOOL DISTRICT

Authorized Representative:

Title:

Signature:

Date:

CONTRACTOR

Company:

Authorized Representative:

Title:

Signature:

Date:

ATTACHMENTS

- ☐ Contractor Proposal
- ☐ Supplier Quotations
- ☐ Manufacturer Documentation
- ☐ Revised Schedule
- ☐ Drawings / Sketches
- ☐ Product Data
- ☐ Other:

ATTACHMENT J - Certificate Of Substantial Completion**Mount Pleasant Elementary School
Hydronic Boiler Replacement Project
RFP No. 27-001****CERTIFICATE OF SUBSTANTIAL COMPLETION****Project:** Mount Pleasant Elementary School Hydronic Boiler Replacement Project**Owner:**North Sanpete School District
290 East 100 North
Mount Pleasant, Utah 84647**Contractor:**

Contract Number / RFP No.:

CERTIFICATION

The undersigned certify that the Work, or the portion of the Work identified below, has been inspected and is sufficiently complete in accordance with the Contract Documents so that the District may occupy and utilize the Project for its intended purpose. Substantial Completion does **not** constitute Final Completion or Final Acceptance of the Work.

DATE OF SUBSTANTIAL COMPLETION

Effective Date of Substantial Completion: _____

STATUS OF PROJECT

The following has been completed:

- | | |
|---|--|
| ☐ Boiler installation | ☐ Factory-authorized startup |
| ☐ Piping installation | ☐ Functional testing |
| ☐ Electrical connections | ☐ Commissioning |
| ☐ Venting system | ☐ Safety device testing |
| ☐ Condensate system | ☐ Operator training |
| ☐ Controls installation | ☐ Temporary heat no longer required |
| ☐ Yamas Building Automation System integration | ☐ Building heating system operational |
| ☐ Other: | ☐ Required inspections completed |
-
-

PUNCH LIST

The following Work remains to be completed or corrected before Final Completion:

Item No.	Description	Responsible Party	Target Completion Date
1			
2			
3			
4			

Attach additional pages if necessary. Completion of the punch list shall not relieve the Contractor of any obligations under the Contract Documents.

WARRANTY

Unless otherwise specified in the Contract Documents, applicable warranty periods shall commence on the Date of Substantial Completion for those portions of the Work accepted for beneficial use. Nothing contained herein limits any manufacturer warranty or Contractor warranty obligations.

LIQUIDATED DAMAGES

Liquidated Damages, if applicable under the Contract Documents, shall cease accruing on the Date of Substantial Completion identified above. Assessment of Liquidated Damages prior to the Date of Substantial Completion shall not be waived by issuance of this Certificate.

RESPONSIBILITY FOR OPERATION

Effective upon the Date of Substantial Completion:

- The District assumes responsibility for normal operation of the completed Work.
- The Contractor remains responsible for completing all remaining punch list items.
- The Contractor remains responsible for correcting defective Work.
- The Contractor remains responsible for all warranty obligations.
- The Contractor shall coordinate access with the District to complete remaining Work.

CLOSEOUT ITEMS REMAINING

The following items shall be completed prior to Final Completion:

- | | |
|--|--|
| ☐ As-built drawings | ☐ Spare parts |
| ☐ Operation and Maintenance Manuals | ☐ Special tools |
| ☐ Warranty documentation | ☐ Final commissioning documentation |
| ☐ Warranty registration | ☐ Final test reports |
| ☐ Final training | |
| ☐ Other: | |
-
-

COMMENTS

ACCEPTANCE

The District acknowledges that the Work is substantially complete subject to completion of the remaining punch list items and closeout requirements identified herein. This Certificate does not constitute:

- Final Completion;
- Final Acceptance;
- Approval of defective Work; or
- Release of the Contractor or Surety from obligations under the Contract Documents.

NORTH SANPETE SCHOOL DISTRICT

Authorized Representative:

Title:

Signature:

Date:

CONTRACTOR

Company:

Authorized Representative:

Title:

Signature:

Date:

ATTACHMENT K - Certificate Of Final Completion**Mount Pleasant Elementary School
Hydronic Boiler Replacement Project
RFP No. 27-001****CERTIFICATE OF FINAL COMPLETION****Project:** Mount Pleasant Elementary School Hydronic Boiler Replacement Project**Owner:**

North Sanpete School District
290 East 100 North
Mount Pleasant, Utah 84647

Contractor:

Contract Number / RFP No.:

CERTIFICATION

The undersigned certify that the Work required under the Contract Documents has been completed in accordance with the Contract Documents, subject only to continuing warranty obligations and other obligations that expressly survive Final Completion. The District has inspected the Work and finds it acceptable for Final Completion.

FINAL COMPLETION DATE

Effective Date of Final Completion: _____

CONTRACT COMPLETION CHECKLIST

The following requirements have been completed and accepted by the District:

Construction

- ☐ All Work completed
- ☐ All punch list items completed
- ☐ Final cleanup completed
- ☐ Temporary facilities removed
- ☐ Existing facilities restored
- ☐ Site restored to acceptable condition

Mechanical Systems

- ☐ Boiler installation complete
- ☐ Hydronic piping complete
- ☐ Venting complete
- ☐ Condensate system complete
- ☐ Pumps, valves, and accessories operational
- ☐ Controls operational
- ☐ Yamas Building Automation System integration verified
- ☐ Factory startup completed
- ☐ Commissioning completed

☐ Final performance testing completed

Documentation

- ☐ Operation and Maintenance Manuals received
- ☐ As-built drawings received
- ☐ Warranty certificates received
- ☐ Manufacturer warranty registration completed
- ☐ Startup reports received
- ☐ Commissioning reports received
- ☐ Test reports received
- ☐ Spare parts delivered
- ☐ Special tools delivered (if applicable)
- ☐ Recommended maintenance schedule received

Training

- ☐ District maintenance personnel training completed
- ☐ BAS operation training completed
- ☐ Emergency shutdown procedures reviewed
- ☐ Warranty procedures reviewed

Administrative Closeout

- ☐ Final inspection completed
- ☐ Final Application for Payment received
- ☐ Final lien waivers received
- ☐ Required permits closed
- ☐ Required inspections approved
- ☐ Insurance requirements satisfied
- ☐ Bond requirements satisfied
- ☐ Change Orders completed
- ☐ Claims resolved

WARRANTY

The Contractor acknowledges that warranty obligations remain in effect in accordance with the Contract Documents and applicable manufacturer warranties. The issuance of this Certificate does not release the Contractor from responsibility for:

- Defective workmanship;
- Defective materials;
- Warranty obligations;
- Latent defects;
- Other obligations expressly surviving Final Completion.

FINAL PAYMENT

The District has determined that the Project is eligible for Final Payment in accordance with the Contract Documents.

☐ Approved

☐ Approved subject to the conditions listed below

☐ Not Approved

Conditions:

COMMENTS

ACCEPTANCE

Execution of this Certificate constitutes the District's acceptance of Final Completion of the Work. This Certificate does not waive:

- Manufacturer warranties;
- Contractor warranties;
- Rights under the Performance Bond;
- Rights under the Payment Bond;
- Claims for latent defects;
- Other rights reserved under the Contract Documents or applicable law.

NORTH SANPETE SCHOOL DISTRICT

Authorized Representative:

Title:

Signature:

Date:

CONTRACTOR

Company:

Authorized Representative:

Title:

Signature:

Date:

DISTRICT USE ONLY

Final Payment Amount: \$ _____

Final Payment Authorized By: _____

Date Final Payment Issued: _____

Warranty Expiration Date (Contractor Workmanship): _____

One-Year Warranty Inspection Due: _____

ATTACHMENT L - Warranty Certificate

**Mount Pleasant Elementary School
Hydronic Boiler Replacement Project
RFP No. 27-001**

WARRANTY CERTIFICATE

Project: Mount Pleasant Elementary School Hydronic Boiler Replacement Project

Owner:

North Sanpete School District
290 East 100 North
Mount Pleasant, Utah 84647

Contractor:

Contract Number / RFP No.:

Date of Final Completion:

CONTRACTOR CERTIFICATION

The undersigned Contractor certifies that:

1. All Work has been completed in accordance with the Contract Documents.
2. All equipment has been installed in accordance with the applicable manufacturer's published installation requirements.
3. Factory-authorized startup and commissioning have been completed where required.
4. All manufacturer warranty registration requirements have been satisfied.
5. All warranties have been assigned to North Sanpete School District to the extent permitted by the applicable warranty terms.
6. The Contractor shall remain responsible for correction of defects in workmanship and installation during the Contractor's warranty period.

WARRANTY SUMMARY

Item	Manufacturer	Model No.	Warranty Period	Warranty Expiration
Boiler(s)				
Burner(s)				
Heat Exchanger				
Controls				
Pumps				
Expansion Tank				

Item	Manufacturer	Model No.	Warranty Period	Warranty Expiration
Venting System				
Condensate Neutralizer				
BAS Integration				
Other Equipment				

Attach additional pages if necessary.

CONTRACTOR WORKMANSHIP WARRANTY

The Contractor warrants that all labor, installation, workmanship, and materials furnished under the Contract shall be free from defects for a period of:

☐ One (1) Year

☐ Longer Period (Specify): _____

The workmanship warranty shall begin on the Date of Final Completion unless otherwise provided in the Contract Documents.

WARRANTY CONTACT INFORMATION

Contractor

Company:

Warranty Contact:

Telephone:

Email:

Emergency Service Number:

Manufacturer's Local Representative

Company:

Representative:

Telephone:

Email:

Factory-Authorized Service Provider

Company:

Contact:

Telephone:

Email:

WARRANTY DOCUMENTS PROVIDED

The following documents have been delivered to the District:

- ☐ Manufacturer warranties
- ☐ Contractor workmanship warranty
- ☐ Warranty registration confirmation
- ☐ Factory startup report
- ☐ Factory commissioning documentation
- ☐ Operation and Maintenance Manuals
- ☐ As-built control drawings
- ☐ BAS programming documentation
- ☐ Recommended preventive maintenance schedule
- ☐ Spare parts list
- ☐ Parts manuals
- ☐ Service manuals
- ☐ Warranty claim procedures
- ☐ Emergency service procedures
- ☐ Other: _____

WARRANTY SERVICE

The Contractor acknowledges that during the applicable warranty periods it shall:

- Respond promptly to warranty service requests submitted by the District.
- Coordinate warranty service with manufacturers and authorized service providers as necessary.
- Correct defects in workmanship and installation without additional cost to the District.
- Honor all obligations required by the Contract Documents and applicable manufacturer warranties.
- Coordinate repairs so that disruption to school operations is minimized whenever practicable.
- Not require the District to negotiate separately with multiple vendors regarding responsibility for warranty-covered defects.

Nothing contained herein shall limit any additional warranty rights provided by the Contract Documents or applicable law.

WARRANTY INSPECTION AND SEASONAL PERFORMANCE VERIFICATION

The Contractor agrees to participate in a Warranty Inspection and Seasonal Performance Verification approximately eleven (11) months following the Date of Final Completion, or at another mutually agreed-upon time before expiration of the Contractor's workmanship warranty.

The purpose of this inspection is to:

- Review overall system performance;
- Identify warranty issues requiring correction;
- Verify proper operation of the hydronic heating system;
- Verify proper integration and communication with the District's Yamas Building Automation System;
- Review alarms, trend data, and operating parameters;
- Confirm proper combustion performance and operating efficiencies;
- Identify operational concerns reported by District maintenance personnel; and
- Schedule and complete any warranty-covered corrective work before expiration of the Contractor's workmanship warranty.

If Final Completion occurs outside the normal heating season, the Contractor shall, at no additional cost to the District, return during the first heating season to verify boiler operation, combustion settings, controls, Building Automation System integration, system sequencing, and overall heating system performance under normal operating conditions. The Contractor shall make all warranty-covered adjustments, calibration changes, programming revisions, balancing corrections, and other modifications necessary to achieve proper operation in accordance with the Contract Documents and the equipment manufacturer's published requirements.

CERTIFICATION

The undersigned certifies that all warranties identified herein are in effect as of the date of this Certificate and that all required warranty documentation has been delivered to the District.

CONTRACTOR

Company:

Authorized Representative:

Title:

Signature:

Date:

NORTH SANPETE SCHOOL DISTRICT

Warranty Documentation Received By:

Title:

Signature:

Date:
