

REQUEST FOR PROPOSAL  
BROOKESMITH INDEPENDENT SCHOOL DISTRICT  
June 5, 2019

11 HVAC UNITS: 5-14 SEER 5-ton heat pumps with new tstats, 3-14 SEER 4-ton heat pumps with new tstats, 2-14 SEER 3 ½-ton heat pumps with new tstats, 1-14 SEER 2-ton heat pump with new tstat, 5-YEAR LEASE, MAINTENANCE AND REPAIRS INCLUDED, Bids opened June 26, 2019 in the BISD board room at 5:30pm.

DELIVER SEALED PROPOSALS TO:  
BROOKESMITH INDEPENDENT SCHOOL DISTRICT  
ATTN: SCOTT EDMONDSON  
P.O. Box 706 | 13400 FM 586 S  
Brookesmith, Texas 76827  
Phone: (325) 643-3023

DUE DATE: JUNE 26, 2019



## **1.0 GENERAL INFORMATION:**

The Brookesmith Independent School District is soliciting sealed proposals (RFP) for **wireless 11 HVAC units on a 5-year lease with maintenance and repairs included during the lease**. This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected, and the contractual terms by which the Brookesmith Independent School District intends to govern the relationship between it and the selected Vendor. It is the intention of the Brookesmith Independent School District to award the contract to the company or companies that appears most advantageous to the District.

- Contact Person: Scott Edmondson, Assistant Superintendent, 325-643-3023

**Proposals will be received NO LATER THAN 03:00 pm, June 26, 2019, in the Administration Building, Brookesmith ISD, 13400 FM 586 S, Brookesmith, Texas 76827**

### **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

1.1 Communication with the Brookesmith Independent School District: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. All inquiries related to this RFP must be submitted via email to (scott.edmondson@brookesmithisd.net). The Brookesmith Independent School District will not be bound by oral responses to inquiries.

1.2 Award of Proposal: Brookesmith ISD reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal. Should the Brookesmith School District determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.3 Confidentiality: The information contained in proposals submitted for the Brookesmith ISD's consideration will be held in confidence until all evaluations are concluded and an award has been made. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. Brookesmith ISD will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Bidders should clearly mark any information considered confidential and/or proprietary.

1.4 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.5 Debarment: Submission of a signed proposal in response to this solicitation is certification that the bidder (or any sub-vendor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any City, State or Federal department or agency. Submission is also agreement that Brookesmith ISD will be notified of any change in this status.

1.6 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the bidder's proposal.

1.7 Proposal Validity: Unless otherwise specified, all proposals shall be valid for 90 days from the due date of the proposal.

The envelope must be clearly identified on the outside as follows:

Name of Bidder

Address of

Bidder Due

Date

RFP – 2019 HVAC Units

1.8 Errors: Proposals may be withdrawn or amended by bidders at any time prior to the proposal opening. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of fulfilling the contract at the proposed price or withdrawing the proposal. If an extension error has been made, the unit price will prevail.

## **2.0 GENERAL TERMS AND CONDITIONS:**

2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Vendor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of Brookesmith ISD and the Vendor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.3 Contract Administration: If the Vendor needs clarification of, or deviation from the terms of the contract, it is the Vendor's responsibility to obtain written clarification or approval from Scott Edmondson, Assistant Superintendent, Brookesmith Independent School District, at 13400 FM 586 S, Brookesmith, Texas 76827 scott.edmondson@brookesmithisd.net

2.4 Litigation: The Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas without reference to its conflicts of laws principles. The Vendor agrees that any litigation action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Texas.

2.5 Tax Exemption: The Brookesmith Independent School District is exempt from the payment of State Taxes. The vendor and sub vendor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required.

2.6 Equal Opportunity: In the execution of the contract, the Vendor and all sub vendors agree, consistent with Brookesmith ISD policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability or veterans status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

2.7 Independent Vendor: Whether the Vendor is a corporation, partnership or other legal entity, the Vendor is an independent vendor. The manner in which services are performed shall be controlled by the Vendor, however, the nature of the services and the results to be achieved shall be specified by the Brookesmith Independent School District. The Vendor is not to be deemed an employee or agent of Brookesmith ISD and has

no authority to make any binding commitments or obligations on behalf of Brookesmith ISD except as expressly provided herein.

2.8 Indemnification: The Vendor agrees to be responsible for, and to protect, save harmless, and indemnify Brookesmith ISD and its employees from and against all loss, damage, cost and expense (including attorneys fees) suffered or sustained by Brookesmith ISD or for which Brookesmith ISD may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Vendor or any sub vendor under this agreement.

2.9 Quantities: The quantities shown on this request are based on estimated needs. Brookesmith ISD reserves the right to adjust quantities to meet actual needs.

2.10 Payment: Payment will be made upon receipt of correct invoice for goods that have been delivered, installed and accepted. A vendor may submit an invoice for partial installation. All materials must be installed, inspected and approved by Brookesmith ISD prior to payment. If materials are damaged during installation vendor must replace product with like product prior to payment.

2.11 Cancellation: Brookesmith ISD reserves the right to cancel this contract without pecuniary risk or penalty upon written notice of the intent. The board reserves the right to cancel this contract upon written notice of the intent. If at any time the vendor fails to fulfill or abide by the terms, conditions, or specifications of this contract, Brookesmith ISD reserves the right to cancel upon thirty days written notification of the intent.

### **3.0 INSURANCE:**

3.1 Liability Insurance: **Vendor MUST provide evidence of liability and workers comp insurance with this proposal.** Brookesmith ISD retains the right of approval for insurance coverage. Brookesmith ISD shall be named as an Additional Insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with the Brookesmith District. Certificates shall be filed prior to the date of performance under this Agreement.

3.2 Bond If the proposal is in excess of \$50,000, a payment bond in the amount of the proposal is required and must be submitted with this proposal in order to be considered. For a proposal in excess of \$100,000 a performance bond shall be executed in the amount of the contract conditioned on the faithful performance of the work according to the plans, specifications, and contract documents.

#### **4.0 EVALUATION PROCESS:**

Brookesmith ISD will award the contract to the responsible service provider who best meets the needs of the Brookesmith District. To determine this service provider, Brookesmith ISD will apply the best value concept. Criteria will include, but is not limited to:

1. The ability, capacity, and skill of the service provider to provide the service and support as described.
2. The service provider's familiarity with Brookesmith ISD requirements.
3. RFP requirements: 11 HVAC UNITS: 5-14 SEER 5-ton heat pumps with new tstats, 3-14 SEER 4-ton heat pumps with new tstats, 2-14 SEER 3 ½-ton heat pumps with new tstats, 1-14 SEER 2-ton heat pump with new tstat, 5-year lease
4. The service provider's character, integrity, reputation, judgment, experience, and efficiency.
5. Performance on previous purchases or contracts with the Brookesmith District.
6. A solution that can interface and integrate with existing systems and equipment.
7. A solution that can be supported and maintained without excessive cost to the district.
8. A solution that provides effective maintenance and repairs during the lease.
9. Vendors are required for an on-site visit which can be made with an appointment with the Assistant Superintendent.

#### **5.0 CONFIDENTIAL INFORMATION:**

Vendors responding to the RFP are advised that materials contained in their proposals are subject to the Public Information Act and may be viewed and/or copied by any member of the public, including news agencies and competitors. Brookesmith ISD reserves the right to reject any or all proposals received, or to award a contract on the basis of initial offers received without discussions or clarifications. Therefore, the proposal should contain the vendor's best price and technical response based on the RFP.

#### **6.0 Brookesmith ISD DISTRICT OBLIGATIONS:**

Brookesmith ISD accepts no obligations for costs incurred by vendors responding to this RFP or on being awarded the contract. Brookesmith ISD reserves the right to select a proposal without discussion with the vendors. It is understood that proposals shall become part of The Brookesmith ISD's official files. Retention of these proposals does not obligate Brookesmith ISD to any action. Brookesmith ISD reserves the right to reject any and all proposals received.

#### **7.0 REFERENCES:**

Vendors must provide a list of three references including company name, contact name, address, telephone number, and email address.

#### **8.0 DEFAULT CONDITIONS:**

If the contracted service provider breaches any provision, becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors, Brookesmith ISD will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to

terminate this contract with five days written notice to the service provider.

Brookesmith ISD will then be relieved of all obligations, except to pay the value of the service provider's prior performance (at not exceeding the contract rate). The service provider will be liable to Brookesmith ISD for all cost exceeding the contract price that Brookesmith ISD incurs in completing or procuring the service as described in this document. Brookesmith ISD's right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance or course of dealing.

**NON-COLLUSIVE BIDDING CERTIFICATE- RETURN THIS PAGE**

By submission of this proposal, the bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with another bidder or with any competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
- e) **THE FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID TO BE REJECTED.**

Company Name

Authorized Signature

Title

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Date



## Bid Felony Conviction/Debarment Notice Form

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states that "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before termination of the contract. This notice is not required of a publicly-held corporation.

Company Name: \_\_\_\_\_

\_\_\_\_\_ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

\_\_\_\_\_ My firm is not owned or operated by anyone who has been convicted of a felony.

\_\_\_\_\_ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s) \_\_\_\_\_

Details of Conviction(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

I hereby further certify that my company has not been disbarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register Rules and Regulations.

Signature of Company Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

## **9.0 BROOKESMITH ISD RESPONSIBILITIES**

1. Brookesmith ISD will provide access during the progress of the installation to allow the vendor and its employee's access to the premises during installation, configuration and testing at all reasonable hours or at such hours as the school district and vendor may agree.

## **10. VENDOR'S RESPONSIBILITIES**

1. The vendor must provide all supervision, labor construction tools, equipment, hardware, wiring materials as specified, transportation, unloading, inspecting, keeping inventory, as specified in contract documents. Whenever in the RFP the terms "provide," "furnish," "supply," or "install," etc. can be interpreted as requiring the vendor both to furnish and/or install materials, unless specifically notified that provisioning/installation of the materials will be handled by the School District, the vendor shall provide, furnish, supply, install, etc said materials.
3. Conduct tests and inspections in the present of the School District personnel after installation has been completed in order that the School District may be assured that the requirement for the installations are met.
4. The vendor will promptly correct all defects for which the vendor is responsible.
5. The Vendor must coordinate all work with the School District's contact, Scott Edmondson.
7. Upon completion of the work each day, the vendor must remove all tools, equipment, rubbish and debris from the premises and must leave the premises clean and neat.
8. Vendors may use subcontractors to perform work. However, all responsibilities rest with the vendor.
9. The vendor will provide the School District with complete detailed test results. The test results must be delivered to the School District prior to payment.
10. The vendor shall describe and provide a written document of the appropriate product warranty periods and conditions.
11. Access to buildings with children will occur with proper notification with Scott Edmondson, Assistant Superintendent or his designee.
12. The vendor shall describe services procedures.