

Aubrey Independent School District Request for Proposal

For: Replace 16 Complete Gas Systems at the Early Bird Learning Center. (1) 5 ton unit & (15) 3 ton units

Due: June 30th, 2014, 2:00 p.m.

The Aubrey Independent School District has issued this Request For Proposal (RFP) for **sixteen (16) split system HVAC units**. Quotes may be mailed to Aubrey I.S.D. or delivered to the administration building located at the same address, and vendors can respond to either one or all of the projects listed in this RFP. To obtain additional information contact Dr. James Monaco, CFO at 940-668-0060.

Timeline:

The Deadline for Submission of Quotes will be: **2:00 P.M., Monday, June 30th, 2014.**

All Respondent communications must be directed to:

Dr. James Monaco, CFO, Aubrey I.S.D.
415 Tisdell Lane, Aubrey, TX 76227
Office: (940)668-0060 Fax: (940)365-2627
jmonaco@aubreyisd.net

Proposal envelopes must be clearly marked on the outside as follows:

**PROPOSAL FOR Aubrey ISD HVAC REPLACEMENT
NAME OF RESPONDENT**

Project Scope:

1. Replace sixteen (16) existing split system HVAC units, (1) 5 ton & (15) 3 ton units. Submissions must include, at minimum, a proposal for 16 SEER units (using refrigerant type 410A). Additional proposals for units with a greater SEER rating may also be submitted as alternate proposals, and may be considered.
2. Proposal should itemize HVAC unit costs, labor, fees, and any other related costs separately.
4. Project needs to be completed and units operational prior to start of 2014-2015 school year.
5. References of services provided to other school districts requested, if available.

Standard Terms and Conditions:

1. Respondents are cautioned to read this invitation carefully, to complete all entries and submit all documents or information requested. Failing to do so may be materially non-responsive and result in non-consideration of the bid.
2. Proposals received in the District's Administration Office after the date and time specified may not be considered. The District is not responsible for lateness or non-delivery of mail carrier, etc. and the date/time

stamp in the Administration Office shall be the official time of receipt. Proposals may be submitted by facsimile or electronic mail.

3. The District reserves the right to accept or reject any and all proposals and to waive any formalities or technicalities if deemed in the best interest of the District. The District also reserves the right as sole judge of quality and equality.

4. All items and services being proposed must conform to all appropriate local, state, and federal laws, ordinances, and regulations.

5. It is to be understood that the respondent, if awarded an order or contract, agrees to protect, defend, and hold harmless the Aubrey Independent School District from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture and/or construction or form a part of the work covered by either order or contract and, respondent further agrees to indemnify and hold harmless the Aubrey Independent School District from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the respondent, his servants or agents.

6. Any interpretations, corrections, additions, or changes to the RFP and the Specifications will be made by addenda or an amendment to the RFP. The sole issuing authority of addenda or amendment(s) shall be vested in the District's Administration Office. Addenda or amendment(s) will be mailed to all who are known to have received a copy of the RFP.

7. Each respondent agrees to hold their offer open for acceptance by the District for no less than thirty (30) days from the RFP response date and time.

8. Each respondent, by making their proposal, represents that they have read and understand the RFP.

9. Invoices shall be issued for only those services rendered, unless otherwise agreed in writing. Payment shall not be due until the invoice(s) are submitted after delivery. Pursuant to Texas Government Code 2251.021, payments will be made within thirty (30) days. Invoices shall be mailed directly to:

Aubrey Independent School District, 415 Tisdell Lane, Aubrey, Texas 76227

10. The District is exempt from payment of any Texas Sales Tax or Federal Excise Tax allowed by law. Do not include tax in your bid totals. Tax exemption certificates will be furnished upon request.

11. All District property and facilities are a "drug free zone". The respondent agrees that no one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in a school district building or while on school district property. The bidding company and its employees shall adhere to this policy.

12. Each respondent must give notice to the District if a person, owner, or operator of the business has been convicted of a felony. The District may terminate a contract with a person of business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.

13. Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

14. Respondents shall submit all questions concerning this proposal to Dr. James Monaco, CFO. Questions may be submitted by facsimile to 940-668-0060 or via email at jmonaco@aubreyisd.net. A reply will be sent to all respondents known to have received an RFP if the answer provides clarification or will have an impact on the RFP response.

15. Please note that a gift to a public servant is a Class A Misdemeanor offense if the recipient is a government employee who exercises some influence in the purchasing process of the governmental body. This would certainly apply to

anyone who helps establish specifications or is involved in product selection or directs a purchase.

16. The District reserves the right to utilize other District contracts, State of Texas contracts, contracts awarded by other governmental agencies, other school boards, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so.

Submissions and Evaluation:

1. Your proposal, in order to be considered, must include a properly executed response (no standard response form is enclosed; responses should be drafted by respondents on company letterhead), and those other items and/or attachments as specified in this document. However, The Board of Trustees reserves the right to consider all bids submitted at their own discretion. **Responses must be legible in order to be considered.**

2. A prospective respondent must affirmatively demonstrate responsibility via a satisfactory record of performance.

3. Respondents shall indicate on their Response Form their regular hours of operation and schedule of holiday or other known closures.

4. Respondents will have been actively engaged in the service which is the subject matter of this bid for no less than three (3) years. By submitting a bid the respondent is affirming that this is a true statement about said company.

5. Respondents may be required to furnish evidence in writing that they maintain permanent places of business and have adequate places of business and have adequate equipment, finances, and personnel to furnish the items offered satisfactorily and expeditiously and that they are authorized dealers and can provide necessary warranties for items they propose to furnish.

6. The District will evaluate various factors to determine which respondent will offer the best value for the district. Factors upon which respondent will be selected for this RFP are:

- Price - 40%;
- Total long-term cost to the district - 15%;
- Size, structure, experience, and location of firm (proximity to AISD) – 10%
- Ability to complete project by stated deadline – 25%
- The respondent's past relationship with the District - 10%;

The District does not award/purchase on the basis of low bid alone.

7. The District reserves the right to reject any and all proposals, and to negotiate portions thereof. Proposals that address only part of the requirements contained in this Request for Proposals will not be considered;

8. The District reserves the right to select any proposal, considering the quoted estimated fee and other factors;

9. The District and interested entities may enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with interested entities who are deemed to be within the final competitive range; however, Aubrey ISD reserves the right to award a contract without discussions or negotiations. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.

10. It is the policy of the Aubrey Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.