

# REQUEST FOR PROPOSAL (RFP)

## Aquatic Center Locker Room AC Unit

### **INTRODUCTION**

The purpose of this RFP is to solicit proposals to provide a AAON 20 ton unit to the Aquatic Center for their women's locker room.

If you are interested in your organization being considered for this project, please submit one (1) original and two (2) copies of your proposal to:

City of Conroe  
Soco Gorjon, City Secretary  
P.O. Box 3066  
Conroe, TX. 77305

Physical: City of Conroe  
Soco Gorjon, City Secretary  
300 W. Davis St.  
Conroe, TX. 77301

Due Date: On or before 2:00 PM on Thursday, July 1, 2021.

All proposals shall be in a sealed envelope clearly marked **"RFP 07012021 – Aquatic Center Locker Room AC"**

### **QUESTIONS AND INQUIRIES**

Any person with questions regarding the scope of work contact:

Christie Spath, Purchasing  
Office: 936-522-3829  
Email: cspath@cityofconroe.org

Answers will be provided to all Candidates receiving RFP's as a written addendum. Candidates should not rely on any oral communication concerning this RFP and oral responses will have no binding effect.

### **SELECTION PROCESS**

The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in bidding. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

#### ***Best Value Selection Criteria:***

- |  |           |
|--|-----------|
| 1. Training and Experience   | 10 Points |
| 2. Past and/or current professional accomplishments, especially in relation to the type and magnitude of work required for the particular project; | 20 Points |
| 3. Capacity for timely completion of the work;   | 15 Points |
| 4. Nature, quantity and value of comparable work previously performed and presently being performed;   | 10 Points |
| 5. Size of Firm  | 10 Points |
| 6. Past Performance on Public Contracts  | 10 Points |
| 7. Local Participation   | 10 Points |
| 8. Cost  | 15 Points |

## **INTERVIEWS**

Oral interviews may be arranged at the discretion of the evaluation team to assist in making the final selection.

If negotiations with the most qualified proposer are unsuccessful for any reason, the City will terminate negotiations formally and in writing with such firm and proceed in order to negotiate with the next most qualified firm until an agreement is reached.

Any Candidate required to interview should be prepared to discuss and substantiate any area of their proposal.

Proposals will be assessed against evaluation criteria and a decision made by the Evaluation Committee. Notification of proposal acceptance will be written formal confirmation followed by a purchase order.

The Owner is under no obligation to grant interviews to any Candidate receiving a copy of this RFP and/or submitting a written proposal in response to this RFP.

## **PROPOSERS**

Proposers desiring Purchasing information or interpretation must request such information or interpretation from the Purchasing Department. Should a Proposer discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the City will be considered official or binding.

## **DELIVERY OF PROPOSALS**

It is the proposer's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

## **CORRECTIONS**

Erasures or other corrections in the proposal must be noted over with the proposer's initials.

## **SUBSTITUTIONS**

Where materials or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

## **MATERIALS AND SERVICES**

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

### **COMMUNICATION**

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve offeror from any obligation with regard to their response to this invitation.

### **CONDITIONS OF CONDUCT**

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

### **ETHICAL STANDARD**

- No City official or employee shall have interest in any contract resulting from this "RFP". Individuals with a possible conflict will enact a public disclosure record by completing a "Conflict of Interest Questionnaire" form.
- Section 2252.908 is a new ethics law that was enacted by H.B. 1295 in 2015. It prohibits a city from entering into certain contracts with a business entity unless the business entity submits a form called a disclosure of "interested parties," and the city confirms with the Texas Ethics Commission that it received the form. For a tutorial and instruction for filing Form 1295, please see the link. **Use 052319 as the project description.**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### **CONDITIONS OF WORK**

Respondents are to be fully informed of construction and labor conditions under which the work will be performed, and to have fully reviewed the plans, contract documents and specifications. Failure to do so will not relieve the successful respondent of any obligations to furnish material and labor necessary to complete the project.

### **RESERVATIONS**

The City, through its duly authorized officials, reserves the right to reject any, part of, or all proposals and to waive any formality pertaining to any proposal, without the imposition of any form of liability. The Owner also reserves the right to award this proposal to the most qualified proposer or to the proposer that offers the best value to the City taking into consideration the evaluation criteria contained herein. The companies whose proposals are not accepted will be notified after a binding agreement between the successful Candidate and the Owner is executed, or upon the Owner's rejection of all proposals.

### **VIOLATION OF CONTRACT, LAW OR ORDINANCES**

In the event the consultant, its agents, representatives, employees, or volunteers are found willfully violating any law, ordinance, or provision of this contract, or becomes objectionable and offensive to the Public or City personnel, the said contractor shall be required to remove any such person from participating in this contract.

### **REIMBURSEMENTS**

There is no expressed or implied obligation for the City of Conroe to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **DISCLOSURE**

There will be no disclosure of the contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded all proposals will be open for public inspection, except for trade secrets and confidential information, which the firm identifies as proprietary.

### **TERMINATION OF SERVICES**

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the requirements of this proposal.

### **INDEMNIFICATION**

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

### **INDEPENDENT CONTRACTOR RELATIONSHIP**

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The proposer selected by this RFP will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

### **TERM OF CONTRACT**

The contract shall be for one (1) year with the option for up to four (4) one (1) year renewals.

**INSURANCE REQUIREMENTS**

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed.

COVERAGE	LIMITS
Workers Compensation	Minimum required by law
Employer's Liability	\$1,000,000.00 each occurrence
Public Liability (Bodily injury)	\$1,000,000.00 combined single limit
Public Liability (Property Damage)	\$1,000,000.00 combined single limit
Automobile Liability (Bodily Injury)	\$1,000,000.00 each person
Automobile Liability (Property Damage)	\$1,000,000.00 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer's compliance with this section.

**EQUAL EMPLOYMENT OPPORTUNITY**

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

**PRICE OF MATERIALS AND SALES TAX**

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

**UNIT PRICES**

The unit price of each of the bid items in the bid proposal shall include it pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

**CHANGE ORDERS**

The Owner may, at any time or from time to time, order additions, deletions or revisions to the Work; such changes will be authorized by written Change Order to be prepared by the PURCHASING DEPARTMENT for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract

price as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

It is agreed that the basis of compensation to the CONTRACTOR for Work either added or deleted by a Change Order for which a claim for Extra Work is made shall be determined by one or more of the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum

### **PAYMENT**

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

### **MINIMUM STANDARDS FOR PROSPECTIVE PROPOSERS**

A prospective offeror must affirmably demonstrate their ability to meet the following requirements. The City may request representation and other information sufficient to determine the offeror's ability to meet the minimum standards listed below.

- 1) Have adequate financial resources, or the ability to obtain such resources as required.
- 2) Be able to comply with the required or proposed completion schedule.
- 3) Have satisfactory record of performance with similar projects.
- 4) Be otherwise qualified and eligible to receive an award and enter into a contract with the City of Conroe.

### **RESPONSE FORMAT**

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items may result in their proposal being rejected.

#### **❖ Tab I – Cover Letter**

Provide a cover letter indicating your firm's understanding of the requirements and qualifications relating to this proposal. The letter must be brief and formal from the proposer and provide information regarding the firm's interest in and ability to perform the requirements of this RFP.

A person who is authorized by the organization to enter into an agreement with the City of Conroe will sign the letter.

❖ **Tab 2 – Acceptance of Conditions**

Indicate any exceptions to the requirements, specifications, terms and conditions of this RFP, including the Scope of Services.

❖ **Tab 3 – Company Background**

1. Years in business under present name.
2. Name and address of office location.
3. Ownership structure (Corporation / Partnership).
4. Names and titles of officers in the company.
5. Company trade organizations / associations / affiliations

❖ **Tab 4 – Experience of Key Personnel**

1. List key personnel that will be assigned or oversee this contract.

❖ **Tab 5 – References (1 – Page Maximum)**

Provide references from cities that your firm has provided services to, similar to this scope of work, in whole or in part.

❖ **Tab 6 – Pricing and Supplemental Information**

Include pricing page/Bid Sheet, Insurance, 1295 Form, Conflict of Interest Form, HB 89 Form, SB 252, all submittals as stated in the scope of work and any and all other pertinent information.

**PROPOSAL AGREEMENT AND CERTIFICATION**

**The Undersigned Agrees That:**

The individual signing this proposal certifies that he/she is a legal agent of the Proposer, authorized to represent the Proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

- A. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- B. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- C. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- D. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

\_\_\_\_\_  
(Company Name)  
Printed)

\_\_\_\_\_  
(Name of Authorized Agent –

\_\_\_\_\_  
(Street Address / P.O. Box)

\_\_\_\_\_  
(Authorized Agent Signature)

\_\_\_\_\_  
(City / State / Zip Code)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(E-Mail Address)