

## REQUEST FOR PROPOSALS FOR 2019-2020 MEXIA ISD - MCBAY FREEZER CONSTRUCTION

#### RFP # 2019-2020 Mexia ISD - McBay Freezer Construction

December 7, 2019

#### Introduction

Mexia Independent School District will accept proposals from all interested companies for freezer construction at the McBay Elementary Campus. The district seeks qualified companies to provide freezer construction at one location. The company will provide the following services.

#### Construction

- a) Assembly and installation of Walk-In Cooler/Freezer based on scope of work and specs from sections 1.7-1.9.
- b) Remove old walk-in, deliver, uncrate, and fully erect walk-in panels per approved drawings and manufacture's specifications.
- c) Installation of refrigeration, membrane roof, and electrical.
- d) Concrete foundation to be prepared prior to installation under separate contract.

All plans, specifications, drawings and work must meet City of Mexia codes for construction as well as federal ADA requirements (ANSI-ICC A.117.1 and 2012 IBC Chapter 11).

Submittal packages will be evaluated based on the following:

## 1.1 Guidelines for RFP Evaluation

There will be three general principles that will govern the RFP review, evaluation and selection process:

- Clear, complete and accurate responses to RFP requirements
- Satisfactory responses to issues and requirements as determined by the Mexia ISD
- Competitive cost solution

Mexia ISD will be the final arbiter for determining compliance with these three general principles.

#### 1.2 Objectives and Expectations

Mexia ISD has defined several objectives and expectations for improvements. The most important are:

- Quality Construction, assembly, and installation of Walk-in Cooler/Freezer
- Reliability
- Decreased Maintenance Costs

#### 1.3 Submittal Information

# Submit: One (1) unbound original and three (2) copies must be received on or before 2:00 PM, Wednesday, December 18, 2019.

Addressed to: Mexia ISD

Attn: Dr. Brian Ziemer - Assistant Superintendent of Operations &

Financial Services 616 N. Red River Mexia Texas, 76667

Mailing Address: P.O. Box 2000

Mexia Texas, 76667

Mark Envelope: RFP "2019-2020 Mexia ISD - McBay Freezer Construction" Any offer submitted as a result of this Request for Proposal (RFP) shall be binding on the company for sixty (60) calendar days following the specified opening date. Any offer for which the company specifies a shorter acceptance period will be rejected.

#### 1.4 Deadline Enforced

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE COMPANY. IT IS THE POTENTIAL COMPANIES RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLECT ARE RISKS ALLOCATED TO FIRMS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. TELEPHONE, EMAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

#### 1.5 General Procurement

Companies are cautioned that any statements made by Mexia ISD staff or advisors that materially change any portion of this document are NOT binding on the District, and shall not be relied upon unless subsequently ratified by written amendment. All changes shall be in the form of a written amendment. Oral information obtained otherwise will NOT be considered in awarding a contract.

Your proposal or bid is a public document under the Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your proposal or bid.

The District accepts no responsibility for any expenses incurred by the Companies in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the company.

The Mexia ISD reserves the right to reject any or all offers; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the offers submitted; and

to award the contract according to the offer which best serves the interest of the District, or to not award the contract if the District determines that it is not in its best interest to do so.

All submittals shall become the property of the Mexia ISD, and shall not be returned to the vendor, provided that all proprietary information and/or processes of the vendor contained therein, if any, shall remain the property of the vendor. All information qualifying as proprietary under the Freedom of Information Act, and designated as such, shall be considered confidential and such information shall not be subject to review by outside individuals or organizations, except as may be compelled by judicial process and in accordance with applicable laws, regulations and Mexia ISD policies. All proprietary information must be clearly marked as "Proprietary".

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror/Proposer shall immediately notify the District of such error in writing and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP or it shall be deemed waived.

The words "Bidder", "Firm", "Company", "Supplier", "Offeror", "Contractor", "Proposer", "Respondent" and "Firm" are used interchangeably throughout this proposal, and are used in place of the person, firm, or corporation submitting a proposal on the scope of services or any part thereof.

#### 1.6 Selection Process

All submittals will be reviewed by the District. The District will base its selection on the following criteria:

- Experience and capability to provide walk-in coolers/freezers.
- Quality and comprehensiveness of the proposal.
- o Cost.

Mexia ISD reserves the right to interview firms as a part of the selection process. Mexia ISD reserves the right to award this proposal on an item-by-item basis or a group of items. Mexia 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 Mexia 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.

#### **Award of Contract**

Mexia ISD reserves the right to reject any or all proposals, to waive any informality in any proposal, to site in and act as sole judge of the merit of each response submitted, to select a firm based on the criteria stated.

#### Requirements

The successful company shall comply with all instructions and shall be able to provide quality construction that meets the industry standards for the project. The successful company must obtain any business license(s) and permits required by the City of Mexia.

#### **Questions and Inquires**

It is the policy of Mexia ISD to accept questions and inquiries from potential bidders receiving this RFP. <u>All questions and inquires must be received on or before 2PM Monday, December 16<sup>th</sup>, 2019. NO <u>PHONE CALLS PLEASE.</u> Written questions should be mailed, emailed or faxed to Mexia ISD to the attention of Assistant Superintendent at the following address:</u>

Mexia ISD

Attn: Dr. Brian Ziemer - Assistant Superintendent of Operations & Financial Services 616 N. Red River Mexia, TX 76667

Or

P.O. Box 2000 Mexia, TX 76667 All requests for walk-thru of project site must be received on or before 2PM Monday, December 16<sup>th</sup>, 2019. NO PHONE CALLS PLEASE. To set an appointment for a walk-thru of the project site, please request by email to:

Dr. Brian Ziemer - Assistant Superintendent of Operations & Financial Services

Email: <u>bziemer@mexiaisd.net</u>

Mexia ISD reserves the right to reject any and all qualification statements and to evaluate, in its absolute discretion, the statements submitted and to award the contract based on the established criteria listed above and according to the qualification statements that best serve the interests of Mexia ISD.

The Selected firm must have proof of workers compensation and liability insurance. The selected firm must obtain all business licenses required. A business license is not required to submit an RFP.

## 1.7 Scope of Work

a)	Assembly and Installation of Walk-In Cooler/Freezer based on site/location measurements and			
equipm	equipment detailed in sections 1.8-1.9.			
b)	Demolish and dispose old walk-in panels and existing refrigerant lines, recover and properly			
dispose	dispose of all refrigerant, provide container for trash disposal to remain on-site until all waste is			
remove	removed, deliver, uncrate, and fully erect walk-in panels per approved drawings and manufacture's			
specifications.				
c)	Installation of refrigeration systems (both Cooler and Freezer) including new refrigerant lines,			
install copper condensate waste drains (including heater and insulation for freezer), membrane roof,				
doors (	doors (exterior door into cooler and door closing off freezer from cooler), interior ramp in cooler, floor			
freezer and floorless cooler, beam W8x10 with (2) posts for outdoor use, lights fixtures and reconnect				
existing electrical connections. Provide start-up and all adjustment service.				
d)	Concrete foundation to be prepared prior to installation under separate contract			

## 1.8 Summary of Equipment

## A. Equipment to be installed at Mexia ISD McBay Elementary Campus

ITEM	EQUIVALENT TO OR BETTER THAN	QUANTITY
Walk-In Cooler/Freezer	Nor-Lake Fineline Walk-In Cooler/Freezer Combination (20'0" long, 17'0" wide, 7'7" high)	1
Refrigeration System	LASJ150RL4-#BYH -10° F Refrigeration System	1
Refrigeration System	NASJ125RL4-#BYH 35° F Refrigeration System	1

## 1.9 Equipment Detail

Freezer (10'0" long X 17'0" wide, 7'7" high) - (1) 36" X 77" walk-in door right-hand swing. Includes door closer, cam lifts hinges, NL9800 deadbolt key/padlock handle with inside release, magnetic gasket, heater wire, double sweep gasket, LED vapor proof light, heated air vent, and NL508 combination digital thermometer and switch w/ pilot light. (1) Beam W8x10 with (2) posts for outdoor use. (1) Combination with floor freezer and floorless cooler with female bottom rail walls. (2) 48" LED Vapor-proof All Temperature Integrated Light Fixtures installed.

Cooler (10'0" long X 17'0" wide, 7'7" high) – (1) 36" X 78" walk-in door left-hand swing. Includes door closer, cam lifts hinges, NL9800 deadbolt key/padlock handle with inside release, magnetic gasket, heater wire, double sweep gasket, LED vapor proof light, heated air vent, and NL508 combination digital thermometer and switch w/ pilot light. (1) 36" interior ramp with non-skid strips applied to top (24" deep). (1) Beam W8x10 with (2) posts for outdoor use. (2) 48" LED Vapor-proof All Temperature Integrated Light Fixtures installed.

LASJ150RL4-#BYH -10° F Refrigeration System – (-10° F) operation, low temperature, air cooled, R-449A, defrost timer, remote fast-trak cULus refrigeration system, pre-assembled, pre-piped, with hand valves for field piping, flip up all weather hood and -20 degree ambient controls, system capacity 5923 BTU's/hr at 110° F ambient temperature. Calculated load for freezer(-10°) is 4555 BTU's/hr calculated from 110° F ambient temperature, 0' elevation, 70° F floor temperature, 13.75 minutes open door time per 24 hrs for 36" X 77" walk-in door opening in 35° F ambient, 1.5 Watts per square foot lighting operating 8 hrs/day, 0.05 occupants working 8 hrs/day.

NASJ125RL4-#BYH 35° F Refrigeration System – 35° F operation, high temperature, air cooled, R-449A, defrost timer, remote fast-trak cULus refrigeration system, pre-assembled, pre-piped, with hand valves for field piping, flip up all weather hood and -20 degree ambient controls, system capacity 8905 BTU's/hr at 110° F ambient temperature. Calculated load for cooler (35° F) is 7759 BTU's/hr calculated from 110° F ambient temperature, 0' elevation, 70° F floor temperature, 18.08 minutes open door time per 24 hrs for 36" X 78" walk-in door opening into 110° F ambient, 1.5 Watts per square foot lighting operating 8 hrs/day, 0.05 occupants working 8 hrs/day.

## Finishes for Walk-in:

- 1. 26 Gauge Embossed White Steel Interior wall, Exterior wall
- 2. 26 Gauge Corrosion Resistant Stucco Embossed Coated Steel Interior ceiling
- 3. 26 Gauge Smooth Galvanized Ceiling topside, Floor bottomside
- 4. .100 Smooth Aluminum Interior floor

5. Outdoor Walk-In includes Flat White Membrane Roof With Trim – 45

Lbs./Sq. Ft. Ceiling Load Capacity Minimum.

#### Warranties:

- (1) 18 Month Labor/Service Warranty Cooler
- (1) 18 Month Labor/Service Warranty Freezer
- (1) Standard 15 year Walk-in Panel Warranty
- (1) Standard 1 year Replacement Parts Warranty

WARRANTY - 150 To 151 Series - Optional Five Year Extended

**Compressor Warranty** 

100 To 125 Series - Optional Five Year Extended Compressor Warranty

Construction Approvals: NSF Approved, cULus and CSA Electrical, UL Flame Spread-25 and ULC Flame Spread-50 in accordance with ASTME-84. To comply with the US Energy Independence & Security Act of 2007, all walk-in doors opening into the ambient (indoors or outdoors) are required to have a method for minimizing infiltration when the doors are open. All Nor-Lake walk-in doors will include a spring hinge to comply with this standard by 1-1-09, however; to further minimize infiltration, Nor-Lake recommends the use of a strip curtain or strip door for all exterior doors. NOTE: Indoor walk-in(s) must be in an environmentally controlled space. Relative Humidity should be kept between 30%-60%, maintaining a Dew Point of 50° F or less.

Local Codes: Walk-Ins may need

engineered drawings or special construction to meet local code approvals for rain, wind, seismic, and snow load approvals.

### **Campus Address**

A. B. McBay Elementary 1000 N. Ross Mexia, Texas 76667

#### 1.10 Mexia ISD Responsibilities

- 1. Mexia 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.
- 2. If the purchase is being made on funded equipment or service and Mexia ISD does not receive the full amount of requested funding, the applicant has the discretion to nullify and cancel the contract.

#### 1.11 Vendor's Responsibilities

- 1. The vendor must provide all supervision, labor construction tools, equipment, hardware, wiring materials as specified, transportation, construction, 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 handle by the School District, the vendor shall provide, furnish, supply, install, etc said materials.
- 2. Conduct tests and inspections in the presence 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.

- 3. The vendor will promptly correct all defects for which the vendor is responsible.
- 4. The Vendor must coordinate all work with the School District's contact. This contact will be designated at a future date, before the commencement of the installation.
- 5. 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.
- 6. Vendors may use subcontractors to perform work. However, all responsibilities rest with the vendor.
- 7. 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.
- 8. The vendor shall describe and provide a written document of the appropriate product warranty periods and conditions.
- 9. Access to buildings with children will occur with proper notification.
- 10. The vendor shall describe services procedures.

#### 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	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 describe in the Federal Register Rules and Regulations.
Signature of Company Official:
Printed Name:
Title: