

Date Due: September 26, 2019  
DUE NO LATER THAN 11:00 A.M.  
LOCAL TIME IN HOUSTON, TEXAS  
*Proposals received later than the above  
date and time will not be considered.*

**YES Prep Public  
Schools  
REQUEST FOR PROPOSAL  
Cover Sheet**

**REQUEST FOR PROPOSAL: Chiller(s) Replacement Project**

**MANDATORY PRE-BID WALK WILL TAKE PLACE ON THURSDAY, SEPTEMBER 19<sup>TH</sup> AT 10AM. PLEASE  
CONTACT CHERIS KOTALIK FOR ADDRESS.**

***NOTE TO PROPOSERS!!! Carefully read all instructions, requirements, and specifications. Fill out  
all forms properly and completely. Submit your proposal with all appropriate supplements  
and/or samples and return as instructed in Special Requirements/Instructions.***

**RETURN PROPOSAL TO:**

**Cheris Kotalik**

**Construction Manager  
5515 S Loop E, Suite B  
Houston, Texas 77033**

**For additional information, contact Cheris Kotalik at [cheris.kotalik@yesprep.org](mailto:cheris.kotalik@yesprep.org) or  
346-235-5776.**

**You must sign below in INK; failure to sign WILL disqualify the proposal. All prices must be  
typewritten or printed in ink.**

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

[Your signature attests to your proposal to provide the goods and/or services in this proposal according to the published provisions of this Request for Proposal unless modifications or alterations are clearly noted in your proposal submission.]

## TABLE OF CONTENTS – REQUEST FOR PROPOSAL PACKAGE

The items below represent components which comprise this Request for Proposal (hereinafter “RFP”) package. Suppliers are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, please notify Cheris Kotalik, Construction Manager, immediately at [cheris.kotalik@yesprep.org](mailto:cheris.kotalik@yesprep.org) or 346-235-5776.

It is the Vendor’s responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

**1. Cover Sheet**

Your company name, address, and your signature (**IN INK**) should appear on this page.

**2. Table of Contents**

This page is the Table of Contents.

**3. General Requirements**

You should be familiar with all of the General Requirements.

**4. Special Requirements/Instructions**

This section provides information you must know in order to make a complete and proper proposal.

**5. Specifications**

This section contains the detailed description of the products/services sought.

**6. Attachments**

- A. Submittals 1 - 4
- B. Questionnaire
- C. Workers’ Compensation Certification
- D. Insurance Coverage Requirements
- E. Financial Statement
- F. Proposed Exceptions, Alterations, Additions, or Modifications to RFP (if any)
- G. Scoring Rubric

## INTRODUCTION

YES Prep Public Schools is a free, open-enrollment public school system that serves 15,000 students across nineteen (19) schools in the Houston area. YES Prep has been ranked as among the top 100 public high schools in the nation by Newsweek and U.S. News & World Report. Every year, 100 percent of YES Prep's graduating seniors have been accepted into four-year colleges, including Harvard, Yale, Columbia, Rice, and Stanford. YES Prep combines a highly successful 6th-12th grade model along with high standards for student achievement.

## GENERAL REQUIREMENTS

Proposals will be accepted by Yes Prep Public Schools no later than 11:00 a.m. (local time), **September 26, 2019**. Every proposal must be enclosed in an envelope clearly marked "East End Modular Replacement and Removal", and shall include one copy.

All questions, requests, responses, and proposals shall be submitted to:

**Cheris Kotalik-Construction Manager**

**Yes Prep Public Schools**

**5515 S Loop E, Suite B**

**Houston, TX 77033**

[cheris.kotalik@yesprep.org](mailto:cheris.kotalik@yesprep.org)

Questions and responses regarding this RFP will be posted to the Yes Prep Public Schools web site during the RFP phase so all interested parties will have access to the same information. Web site is located at: <http://www.yesprep.org/notices>

The appropriate committee shall review all timely responses, and if necessary, the full Board of Trustees prior to acceptance/bid award. Responses may be hand delivered. Any response or proposal received after the above deadline shall be considered late, and will not be opened or considered.

## Time Frame

The timeframe for all responses must be complete and in possession of YES Prep Public Schools by 11:00 a.m. (local time) on **September 26, 2019**. Each submission/proposal must be complete. Any incomplete responses may be rejected. All respondents will comply with this RFP as a basis for the award of the proposal.

## Approval

The actual acceptance of any proposal may be delayed. Therefore, all responses must remain valid for a period of no less than one hundred and twenty (120) days. It is intended that proposals will be recommended to the Board of Trustees at an upcoming board meeting. The Board of Trustees reserves the right to reject any and all proposals.

## ACCESS TO RECORDS

Proposer (hereinafter "Vendor") may be required to allow duly authorized representatives of YES Prep Public Schools (hereinafter "YES"), and local, state, and federal governments, access to contracts, books, documents, and records necessary to verify the nature, extent, and cost of services provided by the Vendor.

## AWARD

YES reserves the right to reject any and all proposals, and reserves the sole right at its discretion to accept any proposal(s) it considers most favorable to the interest of YES and waive any and all minor irregularities in any proposal(s). YES further reserves the right to reject any proposal(s) and seek new proposals through the issuance of a new or amended Request for Proposal (hereinafter "RFP") if such action is deemed in the best interest of YES.

## OFFER COMPLETION

Fill out and return to Cheris Kotalik, Construction Manager, one complete proposal form, and two copies, as instructed under the Special Requirements section of this document. An authorized Vendor representative should sign the Cover Sheet. Completion of these forms is intended to verify that the Vendor has submitted the proposal, is familiar with its contents, and has submitted the material in accordance with all requirements.

The submission of a response shall be prima facie evidence that the Vendor has full knowledge of the scope, nature, quantity, and quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed. All terms, conditions, specifications, stipulations, and Vendor requirements stated in the RFP, any attached Appendices to the RFP, and any and all Addenda issued shall become part of the contract entered into between YES and the Vendor.

## OFFER RETURNS

Vendors must return all completed proposals to the office of Cheris Kotalik as indicated on the Cover Sheet of this package. Late proposals will not be accepted. It is the responsibility of the responding Vendor to assure that the response is received prior to the date and time indicated on the Cover Sheet of this package.

## DIGITAL FORMAT

If Vendor obtained the proposal specifications in digital format in order to prepare a response, ***the proposal must be submitted in hard copy*** according to the instructions contained in this package. If, in its response, Vendor makes any changes whatsoever to the YES published RFP specifications, the RFP specifications ***as published*** by YES shall control. Furthermore, if an alteration of any kind to the RFP specifications as published is discovered after the contract is executed, the contract is subject to immediate cancellation at the sole option of YES.

## DISQUALIFICATION OF VENDOR

Upon signing this RFP, Vendor certifies that the proposal has not violated the antitrust laws of this state codified in §15.01, *et seq.*, Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if YES believes that collusion exists among the Vendors. Proposals in which the prices are obviously unbalanced may be rejected.

## EVALUATION

In evaluating the proposals submitted, YES will apply the "Best Value" process in selecting the Vendor to be awarded a contract for this project. **Purchase price is not the only criteria that will be used in the evaluation process.** The selection process will include, but not be limited to, the following considerations:

1. The quality and range of goods and/or services the Vendor proposes to



provide;

2. The extent to which the goods and/or services meet YES needs;
3. The Vendor's overall experience, reputation, expertise, stability, and financial responsibility;
4. The Vendor's past relationship, if any, with YES;
5. The experience and qualifications of the Vendor staff (i.e. drivers, supervisors, dispatchers, mechanics, etc.) that will be assigned to service the YES account;
6. The ability to provide service in a safe, reliable, expedient, and efficient manner;
7. Facilities and business processes and practices (computerized information systems, access to industry facilities, quality and range of management reports, etc.) that will be used in servicing the YES account;
8. The Vendor's financial terms offered to YES;
9. The total long-term cost to YES to acquire the Vendor's goods or services; and/or
10. Any other relevant factor(s) specifically listed in the RFP.

YES reserves the right to contact references from the Vendor's client list, or any other persons considered relevant by YES. YES reserves the right to conduct personal interviews of any or all potential Vendors prior to selection.

YES will not be liable for any costs incurred by the Vendor in connection with such interviews or with the submission of any response.

#### **DOCUMENT INTERPRETATION**

In the event of any conflict of interpretation of any part of this overall document, the interpretation of YES shall govern.

#### **GOVERNING LAW**

Any agreements resulting from this RFP shall be governed by, construed, and enforced in accordance with the laws of the State of Texas applicable to contracts made and wholly performed within such state (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to any such agreements.

#### **HOLD HARMLESS AGREEMENT**

The successful Vendor(s) shall indemnify, hold harmless, and defend YES, its directors, officers, and employees (paid or volunteer) from and against any and all claims, demands, and

causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent act, conduct, or misconduct of the Vendor and its subcontractors, agents, and employees (paid or volunteer) in the provision of goods or the performance of services arising out of the preparation of this proposal and execution and performance of any contracts resulting therefrom. Such indemnification shall also include reasonable attorneys' fees, court costs, and expenses.

### **INSPECTIONS**

YES reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and needs of YES. If a Vendor cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, YES can reject the Vendor as inadequate.

### **TESTING**

YES reserves the right to test equipment, supplies, materials, and goods proposed for quality, compliance with specifications, and ability to meet the needs of YES. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

### **INVOICES AND PAYMENTS**

YES standard payment terms are Net 30 days after receipt of invoice.

Invoices should be provided to YES in a timely manner. Vendors are requested to invoice YES within 30 days of providing goods and/or services to YES. Vendors who continuously invoice YES in a manner that is outside of generally accepted business practices may affect their continuing relationship with YES.

In the event a Vendor presents YES with invoices, statements, reports, etc. that are incomplete or inaccurate, YES may be required to perform substantial research which could result in delay of payment. YES will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices by Vendor.

### **PRICING**

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame and/or method of determining price escalations, if any, by Vendor. All prices and methods of determining prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

### **SCANNED OR RE-TYPED RESPONSE**

If in its response, Vendor either electronically scans, re-types, or in some way reproduces the YES-published RFP package, then in the event of any conflict between the terms and provisions of the published RFP package, or any portion thereof, and the terms and provisions of the response made by the Vendor, the RFP package **as published** by YES shall control. Furthermore, if an alteration of any kind to the YES-published RFP package is only discovered after the contract is executed, the contract is subject to immediate cancellation at the sole option of YES.

### **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase, or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications, and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

### **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned offer package. Literature, brochures, data sheets, specification information, completed forms requested as part of the offer package, and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Vendor wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

### **TAXES**

YES is exempt from federal, state, and local taxes. In the event that taxes are imposed on the goods or services purchased, YES will not be responsible for payment of the taxes. The Vendor shall absorb the taxes entirely. Texas Limited Sales Tax Exemption Certificates will be furnished to Vendors upon written request to YES.

### **TERM CONTRACTS**

The successful Vendor, as determined by YES, shall be required to execute a contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. No Vendor shall obtain any interest or right in any award until YES has executed a contract, and any such interest and rights shall be subject to the terms and conditions as contained in such contract.

The successful Vendor may not assign, sell, or otherwise transfer its interest in the contract award, or any part thereof, without prior written consent from the YES.

### **QUANTITY**

There is no guaranteed amount of business, expressed or implied, to be purchased or contracted for by YES. However, the Vendor(s) awarded the contract shall furnish all required goods and/or services to YES at the stated price, when and if required.

### **CONTRACT TYPE**

The preferred contract type to be awarded is a fixed fee contract. However, if a Vendor has reason to believe a better (more cost effective) method is practical, then the Vendor is encouraged to offer that better pricing option as an alternative in its submitted proposal. YES will consider that type of contract as it compares with other recommended contract options.

### **TERMINATION**

YES reserves the right to terminate the contract without cause with 60 days prior written notice for convenience and with 30 days prior written notice for cause if Vendor breaches any of the terms therein, including warranties of Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which YES may have in law or equity. Cause may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to YES's satisfaction, and/or to meet all other

obligations and requirements.

If the Vendor breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, YES will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate any contract with 30 days prior written notice to the Vendor.

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

### **FUNDING OUT OPTION**

Any contract resulting from this RFP is contingent upon the continued availability of budget appropriations and is subject to cancellation, without penalty to YES, either in whole or in part, if funds are not appropriated by the YES Board of Directors or otherwise not made available to YES.

### **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Vendors may not limit or exclude any implied warranties.

### **ASSOCIATION**

Vendors may not use the YES official logo(s), or any phrase associated with YES, without written permission from YES.

### **DISCLOSURE**

All information and documentation related to this RFP submitted by Vendors may be subject to public disclosure under the Texas Public Information Act (Texas Government Code Section 552.001, et seq.).

### **EXCEPTIONS, ALTERATIONS, ADDITIONS, and MODIFICATIONS**

If any exceptions, alterations, additions, or modifications are submitted by Vendor to any portion of this RFP, the Vendor must clearly indicate the exceptions, alterations, additions, and modifications and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions, alterations, additions, or modifications will constitute acceptance by the Vendor of the RFP as proposed by YES. YES reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.

### **PROPOSAL PREPARATION COSTS**

All costs related to the preparation and submission of this proposal shall be paid by the Vendor. Issuance of this RFP does not commit YES, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate YES to award a contract or purchase any goods and services stated in the RFP.

### **RETENTION OF PROPOSAL DOCUMENTATION**

All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of YES.

### **MODIFICATION/WITHDRAWAL OF PROPOSAL**

Proposals may be modified in writing at any time prior to the due date. Proposals may be withdrawn in writing, by facsimile written transmission or in person, before the response date.

### **PAYMENT TERMS**

Invoices that are submitted by the awarded contractor are required to provide accurate and current addresses including any discounts for early payment. Payment of undisputed invoices will be paid monthly provided that the invoices are received by dates provided to the winning bid. Disputed portions of invoices will be held until the dispute is resolved.

### **PROPOSAL REQUIREMENTS**

- Vendor is required to provide evidence of a valid State of Texas Business License
- Vendor is required to provide an insurance certificate with Yes Prep named as an additional insured.

**The entity legally responsible for fulfilling this agreement shall be identified in the proposal response.**

### **Right to Seek a New Proposal**

**Yes Prep Public Schools reserves the right to receive, accept, or reject any and all proposals for any or all reasons.**

Proposals will be awarded to the best overall respondent as determined to be in the best interests of Yes Prep. In comparing the responses to this RFP and making awards, Yes Prep may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance and assurances in the proposal in addition to that of the proposal price.

It is the responsibility of the vendor to ensure that the equipment proposed is fully functional with existing two-way radio equipment: handheld radios, base stations and school bus radios.

### **Applicable Law**

The successful Contractor(s) agrees that they shall comply with all local, state and federal laws, statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act. In the event that any claims should arise with regards to this contract, for a violation of any such local, state, or federal law, statutes, rules, or regulations, the provider will indemnify and hold Huntington County Community School Corporation harmless for any damages, including court costs or attorney fees which might be incurred.

### **Dispute resolution**

It is expected that any conflicts or disagreements can be settled through face-to-face meetings. Unresolved disputes will require mediation before filing litigation. Both parties will split the cost of mediation.

## **SPECIAL REQUIREMENTS/INSTRUCTIONS**

### **EVALUATION AND AWARD**

This RFP in no manner obligates YES to the eventual rental, lease, or purchase of any equipment or service described, implied, or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of YES and may be terminated at any time prior to the signing of the contract.

YES may initiate discussions with Vendor personnel authorized to contractually obligate the Vendor. Discussions will develop into negotiating sessions with the successful Vendor(s). If YES is unable to agree to contract terms, YES reserves the right to terminate contract negotiations with a Vendor and initiate negotiations with another Vendor. YES reserves the right to select services and products from any number of Vendors if, in its sole discretion, it is in the best interest of YES to do so.

Evaluation will consider the Vendor(s) best meeting the needs and requirements of YES and such evaluation and determination of best value shall be solely at the discretion of YES.

**Purchase price is not the only criteria that will be used in the evaluation process.**

Submission of qualifications implies the Vendor's acceptance of the evaluation criteria and Vendor's recognition that subjective judgments can and will be made by those individuals evaluating qualifications.

References, site visits, and product inspections may be used to make judgments directly affecting the award of this contract.

### **NON-PERFORMANCE BY VENDOR**

Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by YES on the basis of nonperformance. Non-performance shall be determined as follows:

1. Failure to meet and maintain all qualifications required in this RFQ/RFP;
2. Failure to meet required personnel standards and operating performance standards;
3. Failure to maintain appropriate and/or necessary personnel licenses and certifications;
4. Failure to meet all vehicle inspections and certifications which are needed to comply with federal, state, and/or local requirements;
5. Failure to keep and maintain all required insurance coverage; and/or
6. Failure to cure deficiencies within a reasonable amount of time as stated herein.

### **INSURANCE**

All Vendors must provide evidence of insurance or insurability and a Workers' Compensation Certificate (see Attachments C and D).

**GOVERNMENT VIOLATIONS**

Vendor shall notify YES of all health and safety violations, OSHA violations, wage and hour violations, or labor violations assessed by any city, state, or federal government department or agency.

**NON-COMPLIANCE NOTIFICATION**

In the event a Vendor is determined by YES to have failed to perform services in accordance with the requirements listed herein, YES will forward a written notification specifying the violation or the area of non-compliance to the Vendor. The Vendor in non-compliance shall immediately remedy all violations as determined by YES. Any violations not so remedied shall be grounds for termination of the contract, in whole or in part.

**OWNERSHIP**

YES shall retain ownership rights to all materials or any other product produced in conjunction with the work described herein.

## SPECIFICATIONS

YES Prep Public Schools is a free, open-enrollment public school system that serves 15,000 students across nineteen (19) schools in the Houston area. YES Prep has been ranked as among the top 100 public high schools in the nation by Newsweek and U.S. News & World Report. Every year, 100 percent of YES Prep's graduating seniors have been accepted into four-year colleges, including Harvard, Yale, Columbia, Rice, and Stanford. YES Prep combines a highly successful 6th-12th grade model along with high standards for student achievement.

YES Prep is seeking a licensed HVAC contractor to completely remove, provide, and install a new chiller as indicated below at each location. **YES Prep approved brand of chillers is Trane, Carrier or York. Alternative chiller manufacturers, models, types will not be considered. Work to take place after-hours or long weekends. There will be no disruption to the school day. Must include lead-time on chillers and duration for installation (Gulfton will be one chiller replacement at a time).**

- **Gulfton Campus-6565 DeMoss**

- Removal of existing chiller 1 and 2 from the rooftop of the building and offsite. Must include all electrical disconnects.
- Provide and install new 125 ton chillers. New chillers to at least match the existing chillers capacity and be highly efficient. Reliable, proven technology, very low maintenance technologies are encouraged.
- Replace chilled water pumps located in the mechanical room.
- Replace all piping, insulation, aluminum wrap, labels, valves, air bladder tank, chemical injection tank, air bleeders, gauges, sensors, associated components, and pumps. All items exposed to the sun shall be UV rated.
- Make all needed electrical service wiring changes.
- Tie-in and program all required BAS system changes for controls integration.
  - Include all staging programming, load ramping up and down timing, all alarm messages.
- All manufacturer load test and commissioning to determine proper operation of the chiller through the full load profile of the chiller after installation.
- Verification that there are no refrigerant leaks in the new refrigeration systems.
- Replace all shut-off valves seals and gaskets. All wiring shall be new and protected within UV rated conduit and flex connections.
- Insulate all piping, pumps, valves, etc with 2" thick closed cell insulation and sealed aluminum jacket covering.
- Provide a list of recommended spare parts.
- Manufacturer warranty, minimum 5 years.
- Provide option to extend the warranty to 10 years, if available.

- **Southeast Campus-353 Crenshaw**

- Removal of existing chiller #2 from the chiller yard and offsite. Must include all electrical disconnects.
- Provide and install new 90-ton chiller. New chiller to at least match the existing chiller capacity and be highly efficient. Reliable, proven technology, very low maintenance technologies are encouraged.
- **Replace chilled water pump located in chiller yard.**



- Replace all piping, insulation, aluminum wrap, labels, valves, air bladder tank, chemical injection tank, air bleeders, gauges, sensors, associated components, and pumps. All items exposed to the sun shall be UV rated.
- Make all needed electrical service wiring changes.
- Tie-in and program all required BAS system changes for controls integration.
  - Include all staging programming, load ramping up and down timing, all alarm messages.
- All manufacturer load test and commissioning to determine proper operation of the chiller through the full load profile of the chiller after installation.
- Verification that there are no refrigerant leaks in the new refrigeration systems.
- Replace all shut-off valves seals and gaskets. All wiring shall be new and protected within UV rated conduit and flex connections.
- Insulate all piping, pumps, valves, etc with 2" thick closed cell insulation and sealed aluminum jacket covering.
- Provide a list of recommended spare parts.
- Manufacturer warranty, minimum 5 years.
- Provide option to extend the warranty to 10 years, if available.

## **REQUIRED SUBMITTALS (Attachment A)**

### **Submittal 1**

Experience in Project Management

Vendor shall provide a statement of its qualifications to provide the specific materials and services requested herein.

### **Submittal 2**

Staffing Plan

Vendor shall submit a staffing plan that provides the qualifications of your employees.

### **Submittal 3**

References

Vendor shall supply a list of three (3) references for which Vendor has experience in the scope of work that the proposal is submitted for.

### **Submittal 4**

Customer Feedback

Vendor shall provide a description of its formal customer feedback system, provide sample tools used to gather data, and describe how results were shared with customers and used to improve service.

**All submittals must be included in the RFP package returned on September 26, 2019 by 11:00 AM. It is recommended that each submittal be typed on a separate sheet of paper with the heading “Response to Submittal #\_\_\_ for YES RFP” at the top and the name of the Vendor underneath.**

## **QUESTIONNAIRE (Attachment B)**

All Vendor must provide answers to the following questions, typed on 8 ½ x 11 inch paper, in the order below. Attachments to the questionnaire answers should reference the question number.

1. Provide the full name and address of your organization.
2. Provide contact person(s) for information concerning this offer: name, title, phone, fax, email address.
3. What form of business is your organization (e.g. proprietorship, partnership, corporation) and is your organization local only, statewide, or nationwide?
4. List all the names under which this Vendor has operated in the last ten (10) years in the State of Texas.
5. Provide a copy of your insurance coverage.
6. Multi-part question:
  - a. Do you currently have any investigations pending by or on behalf of a government entity or other licensing entity?
  - b. Have you had investigations by or on behalf of a government entity or other licensing entity in the past?
    1. If the answer to either question is yes, please provide copies of relevant paperwork.
7. Do you have any relevant experience or projects in the past with education institutions? If so, please provide a high-level overview of these projects.

## **WORKERS' COMPENSATION CERTIFICATE (Attachment C)**

YES requires Vendor to provide workers' compensation as per state law requirements. The Vendor shall sign and submit the following certificate with the written proposal:

- Minimum Workers' Compensation and Employer's Liability Limits
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date Signed

Note: Vendor may attach current certificate of coverage with a signed statement that if awarded the contract, they will obtain said aforementioned coverage if the current coverage does not meet the stated minimum requirements.

## **INSURANCE COVERAGE REQUIREMENTS (Attachment D)**

### **General and Excess Liability Minimum Coverages**

- General Liability: \$1,000,000
- Umbrella Liability: \$1,000,000

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date Signed

**YES will be named as Additional Insured on the Certificate of Insurance if the Vendor is awarded a contract.**

## FINANCIAL REQUIREMENTS (Attachment E)

***Complete this form or provide audited financial statements and include with your proposal package.***

## FINANCIAL STATEMENT

Condition of Vendor at close of business Month, \_\_\_\_\_, 2018.

## ASSETS

- |     |  |          |          |
|-----|--|----------|----------|
| 1.  | Cash on hand   | \$ _____ |          |
|     | In Bank  | \$ _____ |          |
|     | Elsewhere  | \$ _____ | \$ _____ |
| 2.  | Accounts receivable from completed contracts<br>(exclusive of claims not approved for payment)   |          | _____    |
| 3.  | Accounts receivable from other sources than above  |          | _____    |
| 4.  | Amounts earned on uncompleted contracts<br>(not included in Item 3) (Contract price on completed<br>portion of uncompleted contracts less total cost of<br>completed portion.) |          | _____    |
| 5.  | Deposits for bids or other guarantees  |          | _____    |
| 6.  | Notes receivable      Past due   | \$ _____ |          |
|     | Due 90 days  | \$ _____ |          |
|     | Due Later  | \$ _____ |          |
| 7.  | Interest earned  |          | _____    |
| 8.  | Real Estate  |          |          |
|     | Business Property, Present value   | \$ _____ |          |
|     | Other property   | \$ _____ | _____    |
| 9.  | Stocks and Bonds   | \$ _____ |          |
|     | Listed on exchange   | \$ _____ |          |
|     | Unlisted   | \$ _____ | _____    |
| 10. | Equipment, machinery, fixtures   | \$ _____ |          |
|     | Less Depreciation  | \$ _____ | _____    |
| 11. | Other Assets   |          | _____    |
|     | TOTAL ASSETS   | \$       |          |

## FINANCIAL REQUIREMENTS (Attachment E, Cont.)

### LIABILITIES AND NET WORTH

1.	Notes Payable To banks regular	\$_____	
	(For certified check)	_____	
	Equip. Obligations	_____	
	Others	_____	\$_____
2.	Accounts Payable Current	\$_____	
	Past Due	_____	_____
3.	Real Estate Mortgages		_____
4.	Other Liabilities		_____
5.	Reserves		_____
6.	Capital Stock Paid up Common		_____
	Preferred	_____	_____
7.	Surplus		_____
TOTAL LIABILITIES AND NET WORTH			\$_____

## **Proposed Exceptions, Alterations, Additions, or Modifications to RFP (Attachment F)**

Vendor should submit as Attachment F, any and all proposed exceptions, alterations, additions, or modifications to the YES RFP for Chiller(s) Replacement Project.



## **SCORING RUBRIC (ATTACHMENT G)**

YES will utilize the following RFP Evaluation Rubric for evaluation of all Southeast Campus Entry/Exit Driveway Proposals:

**1. Charges/Cost to YES PREP: 30 Points.**

- a. Favorable = 30 Points. Unfavorable = 0 points.
- b. Evaluate the Overall Value of proposed materials and services to be provided.

**2. Technical and Education Experience: 17.5 Points.**

- a. Favorable = 17.5 Points. Unfavorable = 0 points.
- b. Proposal demonstrates the Vendor's ability to deliver quality services to schools.
- c. Includes references, Vendor staff, and/or Vendor's or certifications, qualifications, experience, expertise, and resumes.

**3. Proposed Operational Delivery: 17.5 Points.**

- a. Favorable = 17.5 Points. Unfavorable = 0 points.
- b. Proposal defines services and scope in enough detail that YES can confidently determine that the proposed services will be met.

**4. Design and Technical Execution: 17.5 Points.**

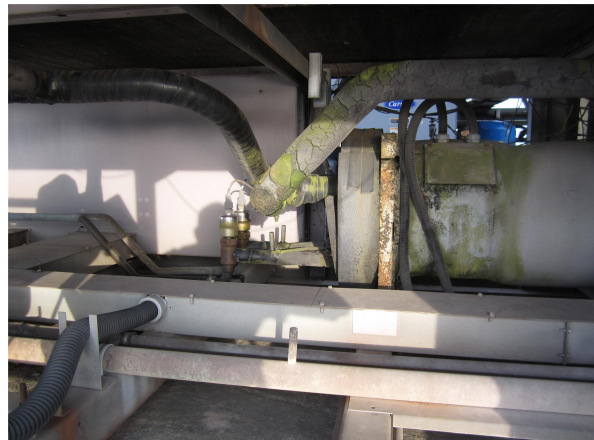
- a. Favorable = 17.5 Points. Unfavorable = 0 points.
- b. Proposal includes information about the Vendor's ability to provide an efficient and cost-effective solution. Please include resources available to achieve the project and any concepts or innovations in design that have proven effective in the past that would be applicable to this model.

**5. Project Understanding and Methodology: 17.5 Points.**

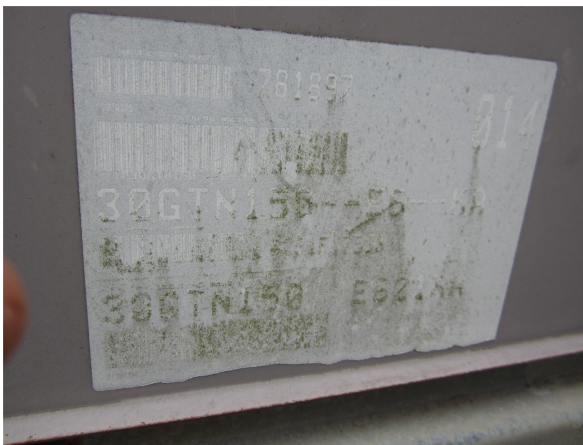
- a. Favorable = 17.5 Points. Unfavorable = 0 points.
- b. Proposal addresses the project in terms of the scope of work and substantive issues essential to proper service and care of YES facilities. Proposal includes a detailed description of services to be provided and any constraints as to procedure, time, personnel, or equipment that needs to be communicated to YES for use during contract negotiations.

**END OF YES RFP PACKAGE FOR  
Chiller(s) Replacement Project**

Item	Description
D3031 Chilled Water Systems	Chiller 1
Condition	Replacement
Make/Model	1 EA
Location	Rooftop

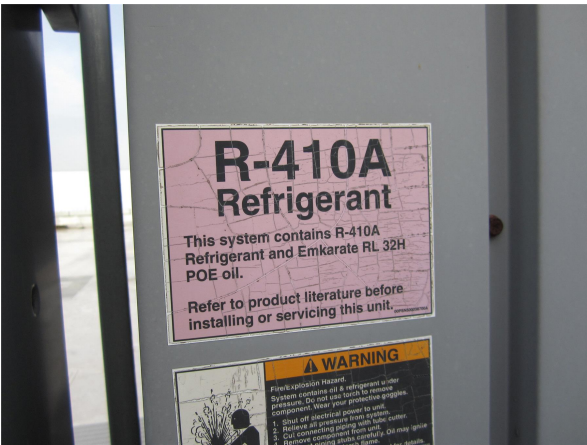
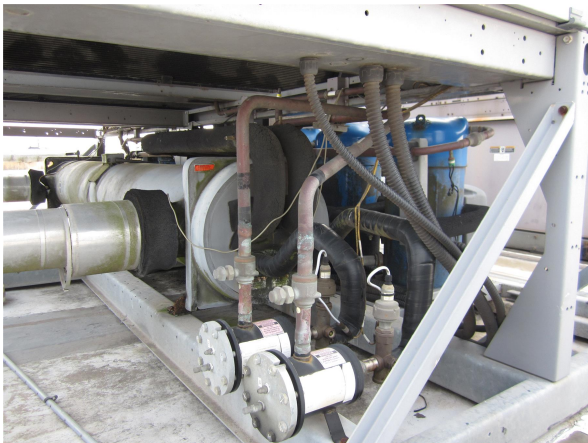




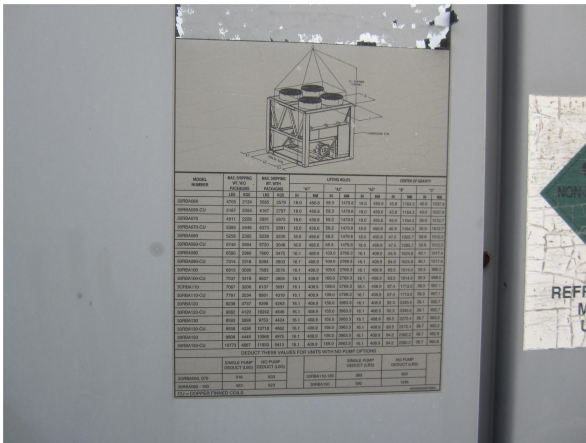





Item	Description
D3031 Chilled Water Systems	Chiller 2
Condition	Replacement
Quantity	1 EA
Make/Model	Carrier 30GTN150-E620KA
Location	Rooftop












Item	Description
Chilled Water Systems	Chiller 2
Condition	Replacement
Quantity	1 EA
Make/Model	Trane RTAA0904 XT01 A3D0 NBF
Location	Mechanical Yard





