

Request for Proposal for
Foodservice Equipment for Tomball West Intermediate School

GENERAL INFORMATION

DATED: 10-30-2023
EQUIPMENT: Foodservice Equipment identified in **Attachment VII**
PROJECT NAME: Tomball ISD – Direct Procurement-West Intermediate School
Tomball Independent School District – Kitchen Equipment

PROJECT ADDRESS:

If delivery to the site cannot be made, deliver to:

Tomball Warehouse
11211 FM 2920, Bldg. 4
Tomball, TX 77375

Addresses for specific locations are all within Tomball ISD and within 15 miles of the warehouse. Some equipment may ship direct to the site. Refer to this document for intended delivery dates.

If delivered to the site of installation, deliver to:

Tomball West Intermediate
18302 Cypress Heights Drive
Cypress, Texas 77433

EARLY PROCUREMENT REQUEST (EPR) #: **957-23**

Tomball Independent School District is respectfully requesting you to provide a quote for the Kitchen Equipment identified in this RFP and delineated in Attachment #VI

Be sure to answer all questions leaving no space blank where questions are asked for in this RFP. Use N/A where your response is not applicable. You must utilize the provided bid form. Additional information may be provided but it should be provided behind the required forms. **Attachments II through VI must but be signed.**

Tomball ISD is very concerned about the delivery dates. It is perfectly acceptable to deliver the equipment ahead of schedule with (2) business days' notice. In NO WAY is it acceptable to deliver the equipment after the quoted delivery date. The basis of design and the defined manufacturers already approved are listed in the specifications. If you wish to propose an alternate manufacturer, the same criteria of the basis of design must be met including quality, performance and overall physical characteristics that require no further rework or modification to adjacent work by others. Alternate manufacturers must maintain the same timelines to be considered. All proposals shall be based on individual manufacturers model most directly competing with the stated basis of design model. Final determination of compliance and acceptance shall be at Tomball ISD's sole

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discretion. Variations should meet the standard being nominal in nature with minimal effect on output performance, life span of equipment, ease of installation and maintenance, energy usage and other similar criteria listed in the documents. However, there are no forgone conclusions.

Should you have additional questions, concerns or ideas please contact:

Victor Fleming, CCM
Program Manager
Lockwood, Andrews & Newnam, Inc. (LAN)
vcfleming@lan-inc.com
832-244-4245

Detailed questions shall be made via email to allow time for review and to qualify the responses. The Design Engineer will review questions comparatively against the intended design performance criteria. In some cases, the Design Engineer may contact the proposer direct. Only responses provided as a final response and made in writing via Addendum shall be assumed to be correct. If the proposer does not receive the response in writing, the proposer shall identify any variation submitted by describing it on Attachment V – Exceptions. In all cases the Senior Program Coordinator shall be copied on all correspondence. Any questions regarding criteria acceptance should be directed to the Senior Program Coordinator.

Please submit your proposal to:

Kasey Fields
Construction Specialist
Tomball ISD
kaseyfields@tomballisd.net

Proposals are due no later than dates provide below but improvement on these dates is a plus and will be considered when reviewing all proposals.

Tomball ISD reserves the right cancel or modify this request at any time. Proposers understand they shall bear the entire cost of preparing their proposals. A final decision will be made by Tomball ISD based upon the entirety of all submission information received and any other sources they wish to consult.

SCHEDULE

The intent is to take delivery of the equipment wherever possible at the final location of installation. All equipment shall be available onsite for the General Contractor to install no later than the projected dates. Where this is not practical, alternative location has been provided by Tomball ISD. See Alternative Delivery below.

Delivery of the proposer's equipment shall be no later than:

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Substantial Completion for all construction work of the Tomball West Intermediate School is January 1, 2025.

Once a General Contractor has been selected, actual dates may be adjusted pending the final construction schedule. Where these dates may be improved, please note those dates in your proposal on the bid form. Selection criteria will consider delivery schedule and product availability. Earlier delivery is acceptable with notice or as accepted at bid time.

PROCESS OF SELECTION AND APPROVAL DATES

As a public entity, formal acceptance of any bid over a certain dollar amount must be presented and approved by the Tomball ISD Board of Trustees. Until this approval has taken place, a Purchase Order cannot be released. If the proposer has specific requirement prior to release of equipment for manufacture and order, those requirements shall be made on the bid form in the space allowed for special requirements of the vendor which includes any monetary requirements.

The process of selection will occur in the following manner and order. Vendors are requested to respond of their intent to propose or pass. You are respectfully requested to do this.

- | | |
|---------------------------------|--|
| 1. 11-03-2023 & 11-10-2023 | The RFP is advertised for bid |
| 2. 11-03-2023 thru 11-27-2023 - | Period of product and vendor inquiry |
| 3. 11-28-2023 | Proposals due. |
| 4. 11-28-2023 thru 12-01-2023 - | Tomball ISD staff will review the submissions and make any follow-up questions if needed with proposers. |
| 5. 12-12-2023 -- | Recommendations to be presented to the Tomball ISD Board of Trustees for acceptance. |
| 6. 12-15-2023 -- | Intent to issue PO to the approved vendor with Notice to Proceed. |

EARLY DELIVERY AND ALTERNATIVE DELIVERY SITES

Early delivery to an alternative Tomball ISD site can be made at the Tomball ISD Warehouse located at 11211 FM 2920, Tomball, Texas. See Attachment VII. Where an early delivery is to be made, the proposer is responsible for receiving the equipment at the Owner's warehouse and verifying all the purchased equipment is delivered and in new condition. This delivery receipt will be made along with a Tomball ISD agent or staff member. Tomball ISD staff will operate any

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loading/unloading equipment and move inside the Warehouse while the Vendor Representative is present.

Where materials or equipment was done as an early delivery, and when the time for installation is identified, the Proposer shall coordinate a Warehouse review visit at least (45) days prior to the installation date. The Proposer shall contact the Senior Program Coordinator to coordinate this visit. The purpose shall be to verify/ensure nothing has been damaged and the equipment is in the same condition as it was delivered in with all parts being present. Where a conflict exists, the conflict shall be identified at the visit and delivery records shall be sole remedy to identify missing items or damaged equipment.

Proposer's equipment shall remain fully wrapped and packaged as it was delivered until the proposer takes possession again to install at the individual sites.

Where an early delivery is made, and as a part of the submission, if a costs for any remobilization, transportation, and delivery from the Tomball ISD warehouse to the intended site of installation, that cost shall be provided on the bid form in the location provided.

It is suggested that the Proposer photograph the equipment when delivered to the Owner's warehouse for record and to provide copies of those photographs to the Senior Program Coordinator within (5) business days of their taking. A copy of the manifest shall be made and signed for prior to departure from the warehouse site.

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LIST OF ATTACHMENTS:

Attachment I -	Proposal Instructions
Attachment II -	Proposer's Company Information
Attachment III -	Bid Form(s)
Attachment IV –	Performance Criteria
Attachment V -	Terms and Conditions
Attachment VI –	Exceptions Form
Attachment VII -	Reference Images as examples, Drawings, & Site Location Map

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Attachment I - Proposal Instructions

1. Fill in all blanks on the Bid Form.
2. The district will provide Tax Exemption document to the successful proposer.
3. Price must be held for 45 days from submittal. If this impacts the first delivery, please note a time dependent date. A required date for issuance of a PO to the proposer cannot be prior to date noted in this RFP due to state purchasing rules and district policies.
4. By submitting the proposer is acknowledging and accepting all stated criteria.
5. On the bid form, provide date submittals will be available based on the Notice to Proceed.
6. Assuming a (3) week approval process, on the bid form provide soonest dates possible for availability.
7. Substantial Completion date is defined as the date the equipment is installed and fully operational including any required Owner training.
8. Data Sheets for the units you are proposing which most closely matches the District's requested equipment are to be submitted with the proposal.
9. For alternates submitted which are not a part of the listed manufacturers, indicate on your data sheet where your product differs in any way from the requested product. It is very important for rating your proposal to make these indications.
10. Supplier agrees that the Warranty does NOT begin until equipment has been commissioned by a manufacturer qualified installer or Commissioning Agent. Tomball ISD will have a Commissioning Agent as a consultant.
11. Supplier agrees to transfer (1) year construction warranty under the General Contractor. Extended warranties will remain with the district.
12. It shall be understood that by submitting your proposal that everything noted within this document is accepted unless agreed upon prior to proposal submission in writing. Should you take any exception please provide those exceptions in Attachment V. Documentation of an exception does not mean it is accepted. Discussions after bid date are not considered.
13. Assumed start date is the date of receipt in your email box of a PO.

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Attachment II - Proposer Required Information

1. **Company Information - (May be a letter or writing by filling this out.)**
 - a) Name of Firm: _____
 - b) Contact Address: _____
 - c) Phone Number: _____
2. **Bonding: This project will require a payment and performance bond which should be included in your proposal.**
 - a) Provide a bond or check for an amount equal to 10% of the cost of the equipment with your submission.



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Attachment III - Bid Form

The Bid Form is provided as an excel spreadsheet. This spreadsheet shall be used and reprinted for submission of all proposals.



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Attachment IV- Performance Criteria

All performance and quantity criteria is provided in the drawings and specifications as a part of the RFP unless specified otherwise.

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Attachment V- Terms and Conditions
Terms for Submission Required to be Accepted for Consideration

1. The Proposer agrees to hold the proposal open for acceptance by the Owner for 45 days.
2. The Owner maintains the right to reject any or all proposals, to waive informalities or minor irregularities in the proposal process and to accept the proposal which the Owner considers most advantageous. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in the submission.
3. That this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.
4. The Owner reserves the right to negotiate with any Respondent in a manner permitted by law.
5. The undersigned has reviewed the Contract Terms and exhibits as modified by Owner and agrees to those terms, subject to final approval by Owner.
6. By providing a response, each Applicant agrees to waive any claim it has or may have against the Owner, its Trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any response; waiver of any requirements in the Request for Proposals; acceptance or rejection of any response and award of the Contract.
7. The cost of developing a response is the sole responsibility of the Applicant. The Owner will not provide reimbursement of such cost and will not be liable for any preparation cost for any reason.
8. The Owner reserves the right to divide the work in any manner that serves the best interest of and is the best value for the Owner. Further, it is expressly understood that the Owner will make their selection based on the entirety of each proposer in determining the best value for the Owner. Price shall not be the sole criterion for any decision.
9. Respondent has familiarized themselves with the scope of work in its entirety and fully acquaint themselves with the existing conditions there and has fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The Respondent should thoroughly examine and familiarize themselves with all drawings, images, technical specifications, and all other documents issued as a part of this Proposal request. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint themselves with the conditions there existing. The Owner will be justified in rejecting any claim based on lack of inspection of the site prior to the proposal.
10. The unit price, if requested, for each of the items in the proposal shall include its 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 proposal represents the total proposal. Any proposal not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

I _____ accept all terms noted above without.

Signature: _____ Title: _____

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Purchase Order Terms and Conditions

Tomball Independent School District

PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE - This Purchase Order constitutes a binding contract between the Vendor and Tomball Independent School District (TISD), to furnish the goods or service(s) specified on the face of the Purchase Order. By acceptance of this Purchase Order, the Vendor agrees to furnish all goods or service(s) in accordance with the terms and conditions specified herein.

AGREEMENT - This Purchase Order represents the basis for the Vendor to deliver the required goods or service(s), and supersedes all prior offers, negotiations, exceptions and understandings (whether done orally or in writing).

ASSIGNMENT - The rights and responsibilities of the Vendor to furnish the goods or service(s) specified herein will not be subcontracted, assigned, transferred, mortgaged, pledged or disposed of, unless agreed to by TISD and the Vendor.

CANCELLATION - TISD reserves the right to cancel this Purchase Order at any time. If this Purchase Order is canceled pursuant to the Vendor's default, TISD may obtain similar goods or service(s) elsewhere and charge the Vendor for any damages incurred.

CHANGES - TISD reserves the right to make changes to this Purchase Order (e.g., increase/decrease quantities, change delivery address). Any changes to the Purchase Order will be communicated to the Vendor by the issuance of a Change Order.

DELIVERY - The Vendor shall deliver all goods Free On Board (F.O.B.) Destination, unless specified on Purchase Order.

DISCOUNTS - The Vendor shall indicate on the invoice any prompt payment discounts or trade discounts.

INDEMNIFICATION - The Vendor shall indemnify and hold harmless TISD (including the Board of Trustees and the employees of TISD) from all claims of liability to third parties (including but not limited to the injury or death of person(s), or the loss or damage to property) arising out of or in connection with the performance of the Vendor. The Vendor shall indemnify and hold harmless TISD (including the Board of Trustees and the employees of TISD) from all liabilities, cost, expenses, attorney fees, fines, penalties or damages for any or claimed infringement of any patents, trademarks, copyrights, or other corresponding right(s) which is related to any part of the goods or service(s) the Vendor is required to provide or perform. The Vendor's obligation to this clause shall survive acceptance and payment of the goods or service(s) by TISD.

INSURANCE - The Vendor shall be required to carry insurance protection sufficient to meet all the liabilities that are mentioned herein.

INSPECTION - Prior to acceptance and payment, TISD reserves the right to inspect all goods (in whole or in part) and service(s) furnished by the Vendor. Goods or service(s), which (in the

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opinion of TISD) fail to conform to the required specification(s) or standard(s), may be considered nonconforming.

INTERPRETATION - This Purchase Order shall be construed and interpreted solely in accordance with laws of the State of Texas. Venue of any suit, right or cause of action arising shall lie exclusively in Harris County, Texas.

NON-CONFORMANCE - The Vendor assumes all liability for shipping goods that do not meet the specification(s) and standard(s) specified on the face of the Purchase Order. TISD reserves the right to accept or reject goods that are non-conforming. If TISD rejects the non-conforming goods, said goods shall be returned to the Vendor at the Vendor's expense. The Vendor shall use "best efforts" to replace any non-conforming good(s) at the Vendor's risk and expense.

PERFORMANCE - By acceptance of this Purchase Order, the Vendor agrees to use "best efforts" to furnish the required goods or service(s).

PRICES - The price(s) specified on the face of the Purchase Order shall remain firm until TISD has processed the Vendor's invoice, or until the item has been accepted by TISD (whichever is later).

PRODUCT RECALL - The Vendor shall notify the Purchasing Agent of TISD immediately if a product recall is instituted on any item(s) the Vendor has delivered. This requirement shall survive payment and acceptance.

QUANTITIES - Quantities in excess of the quantities specified on the face of the Purchase Order may be returned to the Vendor at the discretion of TISD. All risk and expense for the return of the good(s) shall be borne by the vendor.

QUALITY - In the event no quality is specified on the face of the Purchase Order, the goods delivered and/or service(s) rendered hereunder shall be of the best quality. The Vendor shall ensure that all goods delivered to TISD will be new (i.e., previously unused and in its original packaging), and have not been remanufactured or refurbished. The Vendor also warrants that all services will conform to the standard(s) established herein.

SAFETY - If applicable, the Vendor shall deliver Material Safety Data Sheets (MSDS) with the requested good(s).

TAXES - The Vendor shall not include taxes on the invoice. **Tax Exempt # 1-74-6002408-0.**

TERMS - Unless otherwise specified, payment terms are net thirty (30) days.

TITLE - The title to any item delivered shall pass to TISD upon acceptance or payment (whichever is later).

WARRANTY - The Vendor warrants that all goods and service(s) furnished, shall be free from all defects, conform to all applicable specifications, and be suitable for its intended purpose(s).



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Neither acceptance of, nor payment for said goods and service(s) shall constitute a waiver or modification of any of the warranties of the Vendor, or the rights of TISD.

I _____ accept all terms noted above without exception unless noted in Attachment VI.

Signature: _____ Title: _____

The successful Proposer shall upon notice fill out all forms to become an Approved Vendor to Tomball ISD. This must be done prior to Tomball ISD issuing a Purchase Order.

This information can be found at: <https://www.tomballisd.net/about-tisd/departments/finance/purchasing/bids-and-proposals>

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Attachment VI - Exceptions

Please initial the applicable option accepted and provide signature at the bottom and title.

_____ I have read and reviewed the proposal and take no exceptions to any portion of this request or any of the issued addenda.

Or

_____ I take the following exceptions or am providing equipment with the following variations from the Design Documents:

1. _____

2. _____

Add if needed.

Signature: _____ Title: _____

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Attachment VII – Reference Images, Drawings, & Location Maps

1. A151-2019 Draft of contract (for review)
2. Foodservice Equipment Bid Specifications
3. Foodservice Equipment Bid Drawings