



INVITATION TO SUBMIT PROPOSALS

The State Bar of Texas (the State Bar) is requesting Proposals from licensed commercial HVAC contractor vendors capable of providing a preventative maintenance service agreement. If you are interested in submitting a proposal, please adhere to the **General Instructions** and the **Proposal Stipulations and Requirements** as outlined in the enclosed Request for Proposal (RFP).

Vendors should pay particular attention to all **INSTRUCTIONS, REQUIREMENTS and DEADLINES** indicated in the attached documents and should govern themselves accordingly. In accepting proposals, the State Bar reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of the State Bar, and is not obligated to accept the lowest proposal.

At the time and place established for receipt of the proposal, the State Bar will only release the names of the vendors. No other information will be released until after the State Bar has evaluated the proposals and an award has been made and approved by the State Bar Executive Director.

We greatly appreciate your efforts and look forward to reviewing your submission.

STATE BAR OF TEXAS
1414 Colorado St.
Austin, Texas 78701

THE STATE BAR OF TEXAS

The State Bar is established under Tex. Govt. Code Ch. 81 as an administrative agency of the judicial department of Texas state government and reports directly to the Supreme Court of Texas. It is governed by a statewide Board of Directors and is headed by the Executive Director of the State Bar. The State Bar is funded solely by membership dues, compliance fees, and revenue generating services. Unlike other state agencies, the State Bar's budget is subject to approval by the Texas Supreme Court.

The State Bar's purposes are (1) to aid the courts in carrying on and improving the administration of justice; (2) to advance the quality of legal services to the public and to foster the role of the legal profession in serving the public; (3) to foster and maintain on the part of those engaged in the practice of law high ideals and integrity, learning, competence in public service, and high standards of conduct; (4) to provide proper professional services to the members of the State Bar; (5) to encourage the formation of and activities of local bar associations; (6) to provide forums for the discussion of subjects pertaining to the practice of law, the science of jurisprudence and law reform, and the relationship of the State Bar to the public; and (7) to publish information relating to the subjects listed in subdivision (6).

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SECTION 1. RFP REFERENCE NUMBER, TIMELINE AND EVENTS

RFP Reference Number:	SBOT PF2024-04
Request For Proposal Issuance Date:	January 8, 2024
Site Survey Date:	January 9- 19, 2024, by appointment Michael DeLeon The State Bar of Texas Texas Law Center 1414 Colorado Austin TX 78701
Deadline for Submission of Questions:	Monday January 22, 2024 by 1:00 p.m.
Deadline for Submission of Proposals:	Wednesday January 31, 2024 by 3:00pm
Contract Award Date on or before:	Thursday February 8, 2024
Anticipated Contract Start Date:	Friday March 1, 2024

SECTION 2. GENERAL INSTRUCTIONS

A. Questions

Deadline for Questions from Vendors is Monday January 22, 2024 by 1:00 p.m.

All questions concerning the specifications for proposals must be in writing, by email, addressed to the following:

Michael DeLeon
michael.deleon@texasbar.com

cc:
Kevin Kelly
Kevin.kelly@texasbar.com

B. Submittal Procedure

***Deadline for Submission of Proposals is Wednesday January 31st, 2024 by 3:00 p.m.
No Proposals will be accepted or considered after the stated deadline.***

Proposals, subject to all specifications and conditions contained in this RFP, must be signed in ink by a person or officer of the company submitting the proposal that is authorized to enter into contractual obligations and agreements on behalf of the company. ***Proposals received unsigned will be deemed non-responsive and will not be accepted or considered.***

The original proposal, signed in ink, one (1) additional photocopy of the proposal should be submitted in a sealed envelope and delivered to the attention of:

**State Bar of Texas
Attn: Michael DeLeon, State Bar of Texas
1414 Colorado St.,
Austin, Texas 78701**

Respondents may deliver their proposals by mail or in person at the above address. Submissions by facsimile or email will not be accepted or considered. The State Bar will not be responsible for submissions lost in the mail or not delivered to the above address and recipient for any reason.

Submissions that do not contain all of the materials and documentation, duly executed, will not be accepted or considered.

C. Non-Discrimination Policy Statement

The State Bar of Texas does not discriminate against any individual or vendor with respect to compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation.

D. Proposal Guarantee/Award Procedure

***It is anticipated that a recommendation for award under this RFP
will be made on or before Thursday February 8, 2024***

All interested parties are required to guarantee their proposals as **irrevocable offers valid for one hundred twenty days (120) days after the Deadline for Submission of Proposals**. The State Bar, in its sole and absolute discretion, shall have the right to award any proposal for any or all items and services listed in each proposal, to reject any and all proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, to accept the total proposal of any one vendor, and shall not be bound to accept the lowest proposal.

SECTION 3. PROPOSAL STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal of Proposal

Any proposal may be modified or withdrawn prior to the Deadline for Submission of Proposals, provided such modification or withdrawal is submitted in writing and received by the State Bar Facilities Manager prior to such Deadline. Any modification or withdrawal received after such Deadline will not be considered.

B. Offer and Acceptance Period

All proposals must be irrevocable offers valid for one hundred twenty (120) days after the Deadline for Submission of Proposals.

C. Irregularities in Proposals

Except as otherwise stated in this RFP, evaluation of all proposals will be based solely on information contained in the written proposal. The State Bar shall not be held responsible for any errors, omissions, or oversights in any submitted proposal. The State Bar, in its sole discretion, may waive any technical irregularities in a proposal which do not affect quality of services offered or pricing.

The State Bar may reject any proposal containing a statement, representation, warranty, or certification which the State Bar determines to be materially incorrect, false, misleading, or incomplete. Additionally, any errors, omissions, or oversights in any proposal may constitute grounds for rejection of the proposal by the State Bar.

The inability of a vendor to provide one or more of the components or specified features or capabilities required by this RFP does not, in and of itself, preclude acceptance by the State Bar of a proposal. All proposals will be evaluated as a whole by the State Bar in keeping with the best interests of the State Bar.

D. References

Proposals must be accompanied by a comprehensive list of references. Vendors are required to provide a minimum of three (3) references to whom the vendor has provided services similar to those set forth in this request for proposals. The references must include the name, address, contact person, telephone and fax numbers, email address, the services provided by vendor, and the dates those services were performed.

E. Oral Presentations

Any vendor that submits a proposal may be requested by the State Bar to make an oral presentation for further clarification of the proposal.

F. Amendments and Revisions to this Request for Proposal

If the State Bar determines it advisable or necessary to amend or revise this RFP, the amendment or revision will be provided to each vendor by facsimile or by email.

G. Disclosure of Proposals

The State Bar of Texas is subject to the Texas Public Information Act, *Tex. Govt. Code Ch. 552* (the TPIA). Once proposals are opened and the contract is awarded, all or part of the proposals may be subject to disclosure to the public upon request. The TPIA, however, does not require disclosure of trade secrets or confidential commercial or financial information obtained from a vendor. If the State Bar receives a request for disclosure of a proposal under the TPIA, the State Bar will send a notice to the vendor submitting the proposal within ten days after receipt of the request. The notice will inform the vendor of its rights under the TPIA. More information concerning the applicability of the TPIA to proposals can be obtained from the Texas Attorney General or from the Attorney General's website at <http://www.texasattorneygeneral.gov>.

H. Retention of Proposals

All proposals submitted to the State Bar shall become the property of the State Bar and will not be returned to the vendor submitting the proposal.

I. Expenses

The State Bar shall not be responsible for expenses incurred by a vendor in preparing and submitting a proposal.

J. Term of Contract

The initial term of the awarded contract will be for one (1) year from its effective date, with two (2) one year renewal options at the sole discretion of the State Bar.

SECTION 4. PROPOSAL CONTENTS AND FORMAT

A. Contents

Each proposal shall contain the following:

1. Title Page

- Name of Vendor
- Mailing Address
- Main Telephone Number
- Website Address (if any)

- Contact Name
- Contact's Telephone Number
- Contact's Facsimile Number
- Contact's Email Address

2. Table of Contents

3. At least three references, including:

- Name
- Address
- Contact person
- Telephone number
- Facsimile number
- Email address
- Services provided by Vendor and dates such services were provided

4. Description of Vendor and Personnel

- Brief history of vendor and ownership
- Date vendor began business
- Current total number of employees
- Current subcontractors

5. Name(s) of each individual who holds at least a 25% ownership interest in Vendor.

6. Description of services provided by vendor

7. Completed Cost Proposal Form (see Section 8)

8. Description of experience addressing professionalism, contract performance, experience and quality of personnel, responsiveness and flexibility, and any other information addressing vendor's capability to achieve overall customer satisfaction.

9. Copies of vendor's certifications, licenses, or permits
10. Copy of vendor's latest audited financial statements. A letter from vendor's certified public accountant is an acceptable alternative for non-public companies, provided it includes a statement that vendor's financial solvency is adequate to meet expenditures for at least one year.
11. Proof of insurance meeting the conditions provided in this RFP (See Section 7)
12. Policy and procedure used to perform criminal background checks of vendor personnel and/or subcontractors that would gain entrance to the State Bar's facility or would provide services to the State Bar.
13. Completed Form W-9
14. Any additional descriptive literature which might be of assistance in the proposal consideration process.
15. Deviation Form (See Section 9)
16. Vendor's Certification and Signature Page (see Section 10)

B. Format of Proposal

1. Original proposal, signed in ink by representative of vendor duly authorized to contractually bind vendor.
2. One photocopy of the original proposal
4. The original and photocopy must be sealed in an envelope with the name of the vendor, the contact person, the contact person's telephone number and email address, and the RFP Reference Number clearly indicated on the outside of the envelope.

SECTION 5. FACILITY

A. The Texas Law Center

The services to be provided under contract awarded as a result of this RFP will be performed at the building located at 1414 Colorado St., Austin, Texas 78701, also known as The Texas Law Center. This building is owned by the State Bar and occupied solely by State Bar personnel. The Texas Law Center has seven floors of office space (consisting of a total of approx. 75,000 square feet) and three floors of underground parking (consisting of a total of approx. 30,000 square feet).

Parking spaces will be provided to vendor's personnel or subcontractor while on site performing services for the State Bar.

Entrance to the parking garage and to floors P1, 2-6 is restricted to security card access only. Vendor's personnel or subcontractor will be issued security cards to allow access to these restricted areas.

SECTION 6. SERVICES TO BE PERFORMED

A. Overview

The services to be performed by the vendor under the contract awarded pursuant to this RFP are all manufacturer suggested and industry standard preventative maintenance for all listed equipment and where indicated, full service repair services for the following equipment:

Type	Make	Service Agreement
Chiller	Trane	Full service
Chiller	Carrier	Full service
Chill water pump	Aurora	PM
Chill water pump	Aurora	PM
Condenser water pump	Taco	PM
Condenser water pump	Taco	PM
Halogen Gas monitoring System	Bacharach	PM
Cooling Tower	Evapco	Full service
Cooling Tower/Filter pump	Hayward	Full service
Boiler	Raypak	PM
Boiler	Raypak	PM
Booster pump	Armstrong	PM
Booster pump	Armstrong	PM
Hot water pump	Armstrong	PM
boiler exhaust system	Eshausto	PM
Water Heater/Domestic HW	Armstrong	PM
Elevator Pit A/C	Carrier	PM
Elevator Pit A/C	Carrier	PM
Computer Room Unit - AHU	Stultz	Full service
Computer Room Unit - AHU	Stultz	Full service
Computer Room Unit - condenser	Stultz	Full service
Computer Room Unit - condenser	Stultz	Full service
Computer Room Unit/back up AHU	Trane	PM
Computer Room Unit/Condenser back up	Lennox	PM
Studio work room -condenser	Mr Slim	Full service
Studio unit - self-contained unit	n/a	Full service
Archives - self-contained unit	n/a	Full service
AHU1A	Carrier	PM
AHU1B	Carrier	PM
AHU2	Carrier	PM
AHU3A	Carrier	PM

AHU3B	Carrier	PM
AHU4A	Carrier	PM
AHU4B	Carrier	PM
AHU5A	Carrier	PM
AHU5B	Carrier	PM
AHU6A	Carrier	PM
AHU6B	Carrier	PM
AHUP1 east	Carrier	PM
AHUP1 west	Carrier	PM
AHU central plant	Carrier	PM
Stairwell exhaust fan N	Greenheck	PM
Stairwell exhaust fan S	Greenheck	PM
Exhaust Fan P1 E	Dart	PM
Exhaust Fan P1 Q	Dart	PM
Garage Heater 1	Hastings	PM
Garage Heater 2	Hastings	PM
Energy Recovery Wheel Unit	Greenheck	PM
Air Station	Quincy	PM
Air Dryer	Hankison	PM

1. **Preventative Maintenance** shall consist of routine and running inspections as well as any maintenance to keep the equipment operating efficiently, reliably, and effectively.
2. **Full Service** shall consist of all preventative maintenance as well as major and minor repairs, and emergency calls 24 hours a day, 7 days a week, and 365 days a year.
3. **PLEASE NOTE:** All systems are currently running with the i-Vu CCN controls which are NOT part of this RFP. Please include in the proposal any experience with these controls or if new, different controls will be required.

SECTION 7. INSURANCE REQUIREMENTS

A. Policies, Coverage, and Endorsements

A Current Certificate Of Insurance Must Accompany All Proposals

The vendor must maintain, and cause any subcontractors providing services under the awarded contract to maintain, at its sole cost and expense the following insurance policies, with the specified coverage and limits, to protect and insure the State Bar and vendor against any claim for damages arising in connection with vendor's and its personnel's responsibilities and provision of services under the awarded contract and all extensions and amendments thereto.

1. Workers' Compensation
Statutory requirements
2. Employer's Liability
\$500,000.00
3. Comprehensive General Liability
\$1,000,000.00 aggregate
\$1,000,000.00 each occurrence
4. Comprehensive Automobile Liability (any automobile, hired automobile, non-owned automobile)
 - a. Bodily injury: \$1,000,000.00 each person
\$1,000,000.00 each occurrence
 - b. Property damage: \$1,000,000.00 each occurrence
5. Owner's and Contractor's Protective
\$1,000,000.00
6. Professional Liability
Minimum \$1,000,000.00 with terms and carrier acceptable to the State Bar

B. Insured Parties

All policies must contain a provision naming the State Bar of Texas, its officers, directors, agents, and employees, as Additional Insured parties on the original policy and all renewals and replacement policies during the term, including extensions, of the awarded contract.

C. Subrogation

All policies must contain a Waiver of Subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the State Bar of Texas, its officers, directors, agents, or employees.

D. Proof of Insurance

The policies, coverage and endorsements required by this provision shall be shown on a Certificate of Insurance on which the State Bar of Texas must be listed as the Certificate Holder and which should be furnished to the State Bar of Texas prior to the commencement of the awarded contract. All such insurance shall be secured and maintained with an insurance company, or companies, licensed to do business in the State of Texas. The State Bar may withhold payments under the terms of the awarded contract until the vendor furnishes the State Bar copies of all Certificates of Insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect.

E. Renewal and Cancellation

New Certificates of Insurance shall be furnished to the State Bar at the renewal date of all policies named on these Certificates. Vendor shall give the State Bar thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

F. Indemnification

To the extent permitted under the Constitution and the laws of the State of Texas, vendor agrees to indemnify and hold harmless the State Bar and all of its directors, officers, employees, and agents from all suits, actions, claims or cost of any character, type, or description brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, arising out of or occasioned by any acts or negligence of vendor or vendor's personnel, if any, or its agents or employees whether occurring during the performance of the services under the awarded contract or in the execution of the performance of any of its duties under contract.

SECTION 8. COST PROPOSAL

In accordance with all instructions laid out in this Request for Proposal, we extend an offer to perform all services for a total of \$___ yearly, billed at \$___ monthly OR \$___ quarterly.

SECTION 9. DEVIATION FORM

*All Deviations to Any Portions of This RFP
 Must Be Noted On This Form and Included in any Proposal*

All proposed deviations by the vendor to the specifications and terms and conditions of this RFP must be noted on this Deviation Form. In the absence of any entry on this Deviation Form, the vendor assures the State Bar of its full agreement and compliance with all specifications and terms and conditions of this RFP. This Deviation Form must be signed by a representative of the vendor who is duly authorized to contractually bind the vendor.

RFP DEVIATIONS		
Section Number	Page Number	Deviation

Vendor: _____ By: _____ Date: _____

Name: _____

Title: _____

SECTION 10. CERTIFICATION AND SIGNATURE PAGE

This submission of proposal in response to the State Bar of Texas RFP Reference No. SBOT PF2024-04 is guaranteed as an irrevocable offer commencing on the deadline date for submission of proposals and continuing for a period of one hundred twenty days.

By signing this document, Vendor agrees to provide the items and services described in its proposal and certifies as follows:

1. That all terms and conditions listed in or made a part of this RFP, including this document, will be met.
2. That Vendor has not given, offered to give, nor intends to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service or other inducement to a public servant in connection with the submitted offer.
3. That no employee of the State Bar has a direct interest in the proceeds from any contract awarded as a result of this RFP, and that no employee of the State Bar is related within the second degree of consanguinity or affinity to anyone who has a direct interest in the proceeds of any contract awarded as a result of this RFP.
4. That Vendor, its owner(s), officers, directors, or personnel have not been employed by the State Bar at any time within the two years preceding the submission of Vendor's proposal except as noted below:

Name	Dates of Employment with the State Bar	Position Held at the State Bar	Annual Rate of Compensation at Termination of Employment

5. That Vendor and its principals are eligible to participate in this transaction under all laws and regulations of any federal, state, or local governmental body or agency.
6. That Vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
7. That Vendor and its principals are not eligible to receive the specified payment under Tex. Family Code Section 231.006 (relating to child support) and that any contract awarded pursuant to this RFP may be terminated and/or payment may be withheld if such certification is inaccurate.
8. That neither Vendor nor its principals have been found guilty of unfair business practices in a judicial, state, or federal agency proceeding during the year immediately preceding the submission of Vendor's proposal.

9. That neither Vendor nor its principals, nor anyone acting on their behalf, has violated state or federal antitrust laws.

10. That Vendor has disclosed to the State Bar any existing or potential conflict of interest relative to the performance of this contract, and that failure to make such disclosure will be grounds for termination of any contract awarded pursuant to this RFP.

11. That Vendor nor anyone acting on its behalf have communicated its bid or proposal pursuant to this RFP directly or indirectly to any competitor or any other person engaged in providing the same or similar services provided by Vendor.

Vendor:

Name of Company

Number & Street Address

_____, _____
City State Zip Code

Telephone Number Facsimile Number

By my signature, I represent that I am duly authorized to legally and contractually bind the vendor named above.

By: _____
Signature

Name: _____
(Typed or printed)

Title: _____
(Typed or printed)