

# IDEA PUBLIC SCHOOLS



## FACILITES DEPARTMENT

*#9-RFP-FCL-1920\_ HVAC PM*

## REQUEST FOR PROPOSAL

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## NOTICE TO OFFERORS

Proposals shall be submitted in an envelope marked on the outside with the offeror's name, address and #9-RFP-FCL-1920\_ HVAC PM" Please submit 1 original and two copies of the proposal to:

IDEA Public Schools  
ATTN: Elda Pruneda – Facilities Asset Manager  
2115 W. Pike Blvd.  
Weslaco, TX 78596  
Telephone: 956-678-2403

**Proposals will be received at the above address until 10:00 AM, May 10<sup>th</sup>, 2019.**

***REQUEST FOR PROPOSAL FOR HVAC PREVENTIVE  
MAINTENANCE FACILITES DEPARTMENT  
#9-RFP-FCL-1920***

IDEA Public Schools (also hereafter "IDEA") will not be responsible for delivering mail from the post office, courier, or any other form of delivery. Proposals must be received in time to be time-stamped at the above location.

**Proposals received after 10:00 AM, May 10<sup>th</sup>, 2019 will not be considered and will be returned unopened. Fax and emailed proposals will not be accepted.**

All proposals must be submitted with the enclosed offer form, signed felony conviction notice, conflict of interest questionnaire, and any other requested documents/information as set forth in this RFP. Any proposal submitted that is incomplete will be disqualified. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

All questions regarding the meaning or interpretation of this RFP must be submitted in writing to:

- RGV: Daniel Garza – Facilities Director, at Daniel.garza2@ideapublicschools.org;
- District – Elda Pruneda – Facilities Asset Manager, at elda.pruneda@ideapublicschools.org

Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFP if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors. **ALL QUESTIONS ARE DUE BY 10:00 AM, May 3<sup>rd</sup>, 2019.** Any amendments will be issued as necessary.

Until the final award by IDEA Public Schools, IDEA reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of IDEA will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

**It is the desire of IDEA PUBLIC SCHOOLS to award to qualified vendors that can demonstrate in its/his/her proposal the ability to service IDEA with quality service and competitive pricing. Multiple awards are anticipated.**

# GENERAL CONDITIONS

## ACCEPTANCE

Acceptance of an offeror's offer for supply/service agreements will be by a letter of acceptance via email followed by purchase orders. The letter of acceptance or purchase order citing the RFP consummates the contract, which consists of the RFP, the vendor's offer, and the signed letter of acceptance. Subsequent purchase orders may be issued as appropriate. Unless the offeror specifies otherwise in its/his/her proposal, IDEA may award the contract for any item or group of items shown on the RFP.

- IDEA will award to more than one vendor.
- Prompt payment or cash discounts offered may be considered in determining the successful offeror. Prompt payment or cash discount period shall start from date of acceptance of an invoice by IDEA or from date of receipt of acceptable product(s), whichever is later.

## ADDENDA

**It is the responsibility of the vendor to check for addenda.** Addenda will be posted to IDEA's website: <http://ideapublicschools.org/media>

## ANNUAL CONTRACT FUNDING

IDEA operates on a fiscal year that ends on June 30<sup>th</sup>. Because state law mandates that charter schools may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

## APPLICABLE LAW

This RFP, and its resulting contract, shall be governed first by the laws of the state of Texas, and venue for any disputes arising thereunder shall be in Cameron, Hidalgo, Starr, Bexar, Travis and El Paso Counties, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFP.

## ASSIGNMENT OF PROPOSAL/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of IDEA Public Schools. Such consent shall not relieve the assignor of liability in event of default by their assignee.

## BID SUBMISSION

Bids may be submitted in person or by mail.

Submit bids via mail to  
Elda Pruneda – Facilities Asset Manager

2115 W. Pike Blvd.  
Weslaco, Texas 78596.

- To submit a bid via mail, all documents must be returned and an original signature provided on the offer form.
- Bids will not be accepted in either format without a signature.
- IDEA Public Schools is not responsible for mail service.
- A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation.

#### CANCELLATION OF BIDS

Bids may be cancelled with 30 days' written notice with good cause.

#### CHANGES OR ALTERATIONS

No part of this bid may be changed/altere in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

#### COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at IDEA's option.

#### CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by IDEA Public Schools. This contract may be supersede only if replaced with a more extensive contract that is agreed to by both parties.

#### DEFAULT

In case of default of the successful bidder, IDEA may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

#### MISCELLANEOUS

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with IDEA Public Schools. As such, IDEA has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

IDEA operates on a fiscal year that ends on June 30<sup>th</sup>. State law mandates that charter schools may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

## PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. IDEA payment procedures require Net 30 days after receipt of invoice, materials or service. Invoices should not be processed until after goods/services have been shipped.

It is the intention of IDEA Public Schools to make payment on completed orders within 30 days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided.

Payment will not be made by IDEA until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with IDEA's Purchasing procedures, unless this provision is waived by IDEA.

Invoices should be submitted to

1. IDEA Public Schools ATTN: Accounts Payable via email at [payable@ideapublicschools.org](mailto:payable@ideapublicschools.org) or by mail at 2115 W. Pike Blvd., Weslaco, Texas 78596.
2. Please carbon copy Facilities Manager from the corresponding campus with invoice.

## PROPOSAL CONSIDERATION / TABULATION

Until final award of the Contract, IDEA reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of IDEA.

The following items will be considered when an award is based on best value:

- The purchase price;
- The reputation of the bidder and of the bidder's goods or services;
- The quality of the bidders' goods or services;
- Completeness and thoroughness of proposal submitted;
- The extent to which the goods or services meet IDEA's needs;
- The bidder's past relationship with IDEA;
- The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- Any relevant criteria specifically listed in the request for bids or proposals, such as:
  - Compliance with the RFP documents,
  - Service,
  - Safety record,
  - Company characteristics,
  - Past performance of the vendor,
  - Other factors contributing to the overall costs, both direct and indirect, related to an item.

## PROVISIONAL CLAUSES

IDEA Public Schools will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

## REJECTION OF BIDS

IDEA Public Schools reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of its charter schools.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, IDEA reserves the right to waive any irregularities and to make the award in the best interests of IDEA.

IDEA Public Schools reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against IDEA.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of IDEA will prevent or hinder the prompt completion of additional work if awarded.

#### **REQUEST FOR NON-CONSIDERATION**

Bids deposited with IDEA Public Schools cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Elda Pruneda – Facilities Asset Manager and received by IDEA prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

#### **REQUIRED FORMS**

- **References – Form A**
- **Bid/RFP Response Form – Form B**
- **Deviation/Compliance Form – Form C**
- **Non-Collusion Statement – Form D**
- **Criminal Background Check and Felony Conviction Notice – Form E**
- **Nonresident Bidder’s Certification – Form F**
- **Debarment or Suspension Certification – Form G**
- **CIQ – Form H**
- **Vendor Data Form – Form I**
- **Form 1295 on the Texas Ethics Commission’s Website – Form J**
- **Submittals 1-14**

#### **SALES TAX**

The total for each bid submitted must include any applicable taxes. Although IDEA is exempt from most City, State, and Federal taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. IDEA cannot determine for the bidder whether or not the bid is taxable to IDEA. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

## TERMINATION

IDEA shall have the right to terminate for default all or any part of this contract if offeror breaches any of the terms hereof or if the offeror becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which IDEA may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

- IDEA has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the offeror a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.
- IDEA may terminate the contract and debar the vendor from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and "Energy Policy and Conservation Act."
- IDEA Public Schools reserves the right to terminate this contract at any time for whatever reason with 30 days written notice.
- Changes in safety are not sent to IDEA timely
- IDEA will conduct an audit of company's operations

## *GENERAL SPECIFICATIONS*

1. **General.** The following instructions by IDEA Public Schools are intended to afford offerors an equal opportunity to participate in the contract.
  - 1.1 Before submitting an offer to this solicitation, offerors shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.
  - 1.2 Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/proposal) is submitted will be construed by the IDEA Public Schools Board of Directors to indicate that the offeror agrees to carry out the furnishing of products/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.
  - 1.3 The terms offeror, contractor, proposer, vendor, respondent and/or bidder refer to the person/firm that submits the offer to this solicitation document. The terms IDEA, Owner, and/or government entity refer to IDEA Public Schools.
2. **Specifications.** Offerors are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the offeror's risk. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.



3. **Information required.** Each offeror shall furnish the information required by the RFP documents. The offeror shall fill out and return all required forms. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to IDEA.
4. **Submission of Proposals.** The offeror should propose is/his/her lowest and best price. Proposals shall be submitted in an envelope marked on the outside with the offeror's name, address and the RFP number/name. Proposals must be submitted in sufficient time to be received and date/time recorded at IDEA's Headquarter Offices on or before the published deadline date and time shown on the RFP. **Proposals received after the published time and date will not be considered and will be returned unopened. Faxed proposals will not be accepted.**
  - 4.1 All prices shall be entered on the proposal in ink or typewritten.
  - 4.2 Proposed price should be firm (fixed). Proposer should include the pricing for the 2019-2020 school year. If contract is renewed, and costs increase due to the increase in fuel, increase in service, demand, etc., the proposer must issue a document to IDEA explaining the price increase and suspected length of time the increase will be in effect.
  - 4.3 IDEA is exempt from federal excise taxes, state and local sales and use taxes.
  - 4.4 Failure to manually sign the offer will disqualify it.
  - 4.5 Texas's bid laws require public schools to bid items/services with an annual, aggregate amount of \$50,000. In order to meet these state laws and in anticipation of future needs, IDEA is seeking to enter into "as needed" contracts with multiple vendors. **Multiple awards are anticipated.**
5. **Discussions/Negotiations.** Discussions/negotiations may be conducted with offerors who are deemed to be within the final competitive range; however, IDEA reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by IDEA's Evaluation Committee and will include only those initial offers that IDEA Evaluation Committee determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.
6. **Best and Final Offers.** If discussions/negotiations are conducted, offerors will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.
7. **Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn by written notice received by IDEA prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by an offeror or is/his/her authorized representative prior to the opening date/time, provided the offeror's identity is made known and it/he/she signs a receipt for the proposal.
8. **Opening Proposals.** All proposals shall be opened at the due date and time. A formal "opening" will not be held and prices will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but IDEA's records are a matter of public record.
9. **Insurance.** The successful offeror, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-VII) authorized to do business in Texas as follows: Successful offeror is required to provide a copy of insurance coverage to IDEA. Insurance

certificates may contain a provision, or offeror's signature on this bid/proposal certifies, that coverage afforded under the policies will not be cancelled until at least 30 days prior written notice has been given to IDEA Public Schools. Insurance must remain in effect for the duration of this contract. IDEA may be required to be named as an additional insured on the vendor's insurance coverage. If IDEA Public Schools is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within 10 calendar days from date of award. If IDEA requires a certificate of insurance, the bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "IDEA Public Schools, 2115 W. Pike Blvd., Weslaco, Texas 78596."

9.1 Workers' Compensation: Successful offeror must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with a limit of at least \$1,000,000.

9.1.1 Comprehensive General Liability:	General Aggregate	\$2,000,000
	Per- Occurrence	1,000,000
	Personal & Adv. Injury	1,000,000
	Fire Damage (Any one Fire)	300,000
	Medical Expenses	5,000
9.1.3 Automobile Liability for:	Combined Single Limit	\$1,000,000
Any Auto	Bodily Injury Each Person	100,000
All Owned Autos	Bodily Injury Per Accident	300,000
Scheduled Autos		
		\$1,000,000
9.1.4 Umbrella form - Excess liability		
9.1.5 Workers' Compensation:		
Statutory and Per Accident		\$1,000,000
Employer's Liability - Per Employee by Disease		\$1,000,000
Policy Limit By Disease - Each Employee		\$1,000,000

9.2 The insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to ensure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

9.3 Should any of the above described policies be canceled before the expiration date, the issuing company will mail 30 days' written notice to the certificate holder, IDEA Public Schools.

9.4 The contractor shall agree to waive all right of subrogation against IDEA, its officials, employees and volunteers for losses from work performed by contractor for IDEA.

9.5 The contractor shall hold IDEA harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this agreement.

9.6 The select offeror will be required to supply an insurance certificate naming IDEA Public Schools as an additional insured.

**10. Indemnification and Hold Harmless.** Except as otherwise expressly provided, offeror shall defend, indemnify, and hold IDEA harmless from and against all claims, liability, loss and expenses, including

reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

- 11. Assignment of Overcharge Claims.** Successful offeror shall assign to IDEA any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- 12. Right to Investigate.** IDEA may make such investigation as it deems necessary to determine the ability of a potential vendor to provide satisfactory performance in accordance with specifications, and the vendor shall furnish to IDEA all such information and data for this purpose as IDEA may request. IDEA Public Schools maintains the right to conduct a criminal background investigation of all operators hired by the vendor involved in the transport of IDEA personnel and students either to and/or from co-curricular / extra-curricular events. IDEA will conduct spot checks of vehicles on site during pick-up of personnel or students, and reserves the right to inspect vehicles upon visit to vendor's site.
- 13. Discussions/Negotiations.** Discussions/negotiations may be conducted with offerors who are deemed to be within the competitive range, however, IDEA reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by IDEA's Director of Accounting Operations and will include only those initial offers that the Director of Accounting Operations determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

## ***RESPONSIBILITIES OF OFFERORS***

1. The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/offeror.
2. Offerors are expected to provide prompt service that is due under this contract. Past performance of offerors may be a factor in awarding future contracts.
3. Offerors are expected to deliver services / product(s) per specifications.
4. Offerors are expected to provide a copy of the insurance certificate, licenses, registration information, felony conviction notice, offer forms, and any other requested information included in the forms for response.

## ***CONTRACT SPECIFICATIONS***

1. It is the intent of IDEA Public Schools to enter into a contract for HVAC Preventive Maintenance for the 2019 - 2020 school year. It is the desire of IDEA to award to several qualified vendors that can demonstrate in its/his/her proposal the ability to service IDEA with quality of work and competitiveness of pricing in HVAC preventive maintenance.

- 1.1 An effective PM program is the best way to ensure trouble-free operation and peak system performance by providing the following outcomes:
  - 1.2 Minimize equipment down time in hours of building occupancy
  - 1.3 Increase indoor air quality and occupant comfort
  - 1.4 Increase energy efficiency of the unit
  - 1.5 Prolong the life cycle of the equipment
  - 1.6 Identify equipment that should be replaced.
2. The HVAC PM contract will go out for bid every April and finalized before May for the following academic school year. There will be a bid per region to ensure vendor has the capability to provide immediate region support. New campuses will be in an 11-month HVAC inspection in June in order to identify any deficiencies instead of the regular semiannual PM program. No additional work is to be performed on 11-month inspections by PM vendor unless they are the designated mechanical installers and have been approved by the general contractor to do so.
3. We will provide examples of the HVAC PM expected report with the bid that covers IDEA Public Schools HVAC PM scope of work as described in the following section. A report is to be done per unit that outlines the campus, area serviced (building, room or space), date performed, type of system, manufacturer, model, serial number, system pressures, major component readings (rated and actual amps/voltage), belt size (if applicable), check list of components to be inspected, recommendations, and name of technician that performed the PM.
4. The vendor(s) that are awarded the one-year contract are expected to conduct the following communication protocol after they receive the signed contract and yearly HVAC PM schedule.
  - 4.1 Provide a minimum of two business days' notice to campus FM via email and copy HQ Facilities to verify the campus has no events that would be affected by PM.
  - 4.2 The PM tech(s) are to check in to the front office and make contact with the FM.
  - 4.3 The PM tech(s) are to notify the FM if they must leave the premises with the expected time they will return.
  - 4.4 If the PM tech fails to return at specified time, then the PM tech is to follow up with a phone call or email and provide when the PM will resume.
  - 4.5 The vendor is to provide the reports for every system within 5 business days of the campus PM completion via email and copy the HQ Facilities/ Specify contracts per region.
5. Vendor must conduct its activities in a confidential manner designed to protect information of sensitive nature and will be prohibited from improperly using or disclosing said information.
6. IDEA reserves the right to access information regarding operators' experience and credentials, including a criminal background check.
7. IDEA will make every good faith effort to notify the vendor 10 business days before the date of departure for reservation of services. However, due to the dynamic nature of extra-curricular activity in which outcomes and results from competition are extremely unpredictable; there will be circumstances when a reservation will be made with less than 10 business days of notice before the date of departure.
8. IDEA will make every good faith effort to notify the vendor 10 business days before the date of departure for cancellation of service. However, due to the dynamic nature of extra-curricular activity in which outcomes and results from competition are extremely unpredictable; there will be circumstances when a cancellation will be made with less than 10 business days of notice before the date of departure.

## *SCOPE OF WORK*

Every campus HVAC is to be serviced semi-annually.

### Summer Preventive Maintenance

1. Check condition of condenser coil and evaporator coils- Condenser coils to be washed every 6 months. Evaporator coils to be washed once a year. (To avoid damage, no chemicals or pressure washers shall be used). Condenser and evaporator issues to be reported to the FM.
2. Test blower components- Replace belts every 6 months regardless of condition, if applicable. Used belts are to be turned in to FM for disposal. Units with extremely worn belts should be inspected for condition of sheaves and/or pulleys, along with the belt alignment and tightening.
3. Test voltage and, amperage on all condenser fan motors and evaporator fan motors. Inspect conditions of condenser fan and evaporator fan blades.
4. Check for proper air flow on condenser fans and evaporator fan.
5. Check proper operation of any outside, supply and return air dampers.
6. Clean and flush all condensate pans and drain lines.
7. Check all electrical components and connections to include safety controls. Safety controls are strictly prohibited from being bypassed. Report any bypassed safety controls to the FM and get approval prior commencing any corrective measures.
8. Check for proper operation of expansion valves or any other metering devices.
9. Check for proper operation of exhaust fans (including kitchen hood fans). Clean fans once a year.
10. Refer to Preventive Maintenance Logs for additional checking and testing to be performed. Fill out Preventive Maintenance Logs accordingly and issue them to the F
11. Provide quotes to FM based on findings and suggested corrective actions. Vendor needs to verify manufacturer labor and material warranty status so that it properly reflects the quote. All corrective actions are to be directed and approved by FM prior to work being performed. Work will not commence until a PO is provided to vendor.
12. Provide a report per unit of the PM within 5 business days of completion via email to the FM and copy HQ Facilities
13. Provide detail report with repairs, costs and expected time.
14. Pick up all trash and clean up areas.

### Winter PM

Same scope of work as Summer PM. In addition, check for proper operation of electric/natural gas heaters. Notifications need to be given to the FM so that campus leadership is aware of possible smell due to turning on the heaters.

After warranty - 11-month inspection

1. Check condition of condenser coils and evaporator coils- Condenser coils to be washed every 6 months. Evaporator coils to be washed once a year. To avoid damage, no chemicals or pressure washers shall be used. Condenser and evaporator issues to be reported to the FM.
2. Test blower components. Replace belts every 6 months regardless of condition, if applicable. Used belts are to be turned in to FM for disposal. Units with extremely worn belts should be inspected for condition of sheaves and/or pulleys, along with the belt alignment and tightening.

3. Test voltage and amperage on all condenser fan motors and evaporator fan motors.
4. Inspect conditions of condenser fan and evaporator fan blades.
5. Check for proper air flow on condenser fans and evaporator fans.
6. Check proper operation of any outside, supply and return air dampers.
7. Clean and flush all condensate pans and drain lines.
8. Check all electrical components and connections, including safety controls. Safety controls are strictly prohibited from being bypassed. Report any bypassed safety controls to the FM and get approval prior commencing any corrective measures.
9. Check for proper operation of expansion valves or any other metering devices.
10. Check for proper operation of exhaust fans (including kitchen hood fans). Clean fans once a year.
11. Refer to Preventive Maintenance Logs for additional checking and testing to be performed. Fill out Preventive Maintenance Logs accordingly and issue them to the FM.
12. Check for proper operation of electric/natural gas heaters. Notifications need to be given to the FM so that campus leadership is aware of possible smell due to turning on the heaters.
13. Provide quotes to FM based on findings and suggested corrective actions. Vendor needs to verify manufacturer labor and material warranty status so that it properly reflects the quote. All corrective actions are to be directed and approved by FM prior to work being performed. Work will not commence until a PO is provided to vendor.
14. Provide a report per unit of the PM within 5 business days of completion via email to the FM and copy HQ Facilities
15. Provide detail report with repairs, costs and expected time.
16. Pick up all trash and clean up areas.

### *Upper Valley HVAC PM Schedule*

Region	Campus	Summer PM	Winter PM	11 months
Upper RGV	IDEA Donna	Jun-19	Dec /Jan-20	
Upper RGV	IDEA Edinburg	Jun-19	Dec /Jan-20	
Upper RGV	IDEA McAllen	Jun-19	Dec /Jan-20	
Upper RGV	IDEA Mission	Jun-19	Dec /Jan-20	
Upper RGV	IDEA North Mission	Jun-19	Dec /Jan-20	
Upper RGV	IDEA Pharr	Jun-19	Dec /Jan-20	
Upper RGV	IDEA Quest	Jun-19	Dec /Jan-20	
Upper RGV	IDEA San Juan AC	Jun-19	Dec /Jan-20	
Upper RGV	IDEA San Juan CP	Jun-19	Dec /Jan-20	
Upper RGV	IDEA Los Encinos	Jun-19	Dec /Jan-20	
Upper RGV	IDEA Owassa	Jun-19	Dec /Jan-20	
Upper RGV	IDEA Rio Grande City	Jun-19	Dec /Jan-20	
Upper RGV	IDEA Tres Lagos	Jun-19	Dec /Jan-20	
Upper RGV	IDEA Los Encinos			Apr-20
Upper RGV	IDEA Toros			Apr-20



# PREVENTIVE MAINTENANCE LOG

Campus: \_\_\_\_\_ Building: \_\_\_\_\_

Date: \_\_\_\_\_

Brand: \_\_\_\_\_ M/N \_\_\_\_\_

S/N \_\_\_\_\_

Brand: \_\_\_\_\_ M/N \_\_\_\_\_

S/N \_\_\_\_\_

Unit: \_\_\_\_\_

	L1	L2	L3
VOLTS: _____	_____	_____	_____
AMPS COMP-1	_____	_____	_____
AMPS COMP-2	_____	_____	_____
AMPS COMP-3	_____	_____	_____
AMPS COMP-4	_____	_____	_____
AMPS COMP-1	_____	_____	_____
AMPS COMP-2	_____	_____	_____
AMPS COMP-3	_____	_____	_____
AMPS COMP-4	_____	_____	_____

Return Temp: \_\_\_\_\_

Supply Temp: \_\_\_\_\_

Belt Size & Qty: \_\_\_\_\_

Filter Size: \_\_\_\_\_

Filter Size: \_\_\_\_\_

	YES	NO
Wash Condenser Coil _____ [	] [	]
Check Refrigerant Press _____ [	] [	]
Check Voltage _____ [	] [	]
Check AMPS _____ [	] [	]
Check Electrical Panel _____ [	] [	]
Check for Visual freon leaks _____ [	] [	]
Replace Belts _____ [	] [	]
Clean Drain Pipe _____ [	] [	]
Check evaporator Coil _____ [	] [	]
Grease Bearings _____ [	] [	]

CKT-1                      CKT-2

Hi Press: \_\_\_\_\_

Low Press: \_\_\_\_\_

LIQ LN Press: \_\_\_\_\_

Cond. Sat. Temp: \_\_\_\_\_

Suct. Super Heat: \_\_\_\_\_

Refrigerant Type: \_\_\_\_\_ Evaporator Coil \_\_\_\_\_ % Dirty

Problems Found: \_\_\_\_\_

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Tech Name: \_\_\_\_\_

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# PREVENTIVE MAINTENANCE LOG

Campus: \_\_\_\_\_ Building: \_\_\_\_\_ Date: \_\_\_\_\_

Equipment: \_\_\_\_\_ Label: \_\_\_\_\_ Model: \_\_\_\_\_ Serial No: \_\_\_\_\_

## DX RTUs

### Annually

	Initials	Comments
<input type="checkbox"/> Check for unusual noise or vibration.	_____	_____
<input type="checkbox"/> Turn off equipment and lock out power source.	_____	_____
<input type="checkbox"/> Check condition of evaporator coil including possible refrigerant leaks. Report any issues to FM.	_____	_____
<input type="checkbox"/> Clean and Wash evaporator coil following manufacturer recommended procedures. Flush coil and condensate drain with water taking care not to get insulation, filters and return air ducts wet.	_____	_____
<input type="checkbox"/> Clean and Wash condenser coil following manufacturer recommended procedures.	_____	_____
<input type="checkbox"/> Some Condenser coils are made of single and two formed slabs. On units with two slabs, dirt and debris may become trapped between the slabs. To clean between slabs, carefully separate coil slabs and wash them thoroughly. Flush coils with water following cleaning.	_____	_____
<input type="checkbox"/> Clean washable outside air damper filter. Spray with factory recommended coating when dry prior reinstallation.	_____	_____
<input type="checkbox"/> Inspect supply air blower wheel for accumulated dirt or dust. Clean as necessary.	_____	_____
<input type="checkbox"/> Check fan motors and blades.	_____	_____
<input type="checkbox"/> Check the blades for unusual wear patterns or stress fractures.	_____	_____
<input type="checkbox"/> Check motor belts and sheaves for integrity, proper tension and alignment.	_____	_____
<input type="checkbox"/> Clean the surface of each fan blade and apply lubricant as necessary.	_____	_____
<input type="checkbox"/> Tighten all electrical connections in the electrical panel	_____	_____
<input type="checkbox"/> Check for frayed wiring insulation, corroded terminals, and tightness of spades connections.	_____	_____
<input type="checkbox"/> Check filter condition and report it to FM.	_____	_____
<input type="checkbox"/> Check all heaters for correct amperage draw.	_____	_____
<input type="checkbox"/> Check voltage at each heater terminal and ensure each heater terminals is in good condition	_____	_____
<input type="checkbox"/> Clean the drain pan and check for proper drainage.	_____	_____
<input type="checkbox"/> Remove foreign material from the drain pan	_____	_____
<input type="checkbox"/> Clean the condensate drain line and check for proper drainage.	_____	_____
<input type="checkbox"/> Clean interior surfaces with a damp cloth.	_____	_____
<input type="checkbox"/> Restart equipment and check for proper operation.	_____	_____
<input type="checkbox"/> Check operation of the control system.	_____	_____
<input type="checkbox"/> Check all pressure controls, safety controls, operation of the room temperature thermostat/sensor.	_____	_____
<input type="checkbox"/> Check oil level in the compressor and crankcase heater operation (oil level should as per manufacturer recommendations).	_____	_____
<input type="checkbox"/> Check condition of refrigerant line insulation open, torn, or with water accumulation.	_____	_____
<input type="checkbox"/> Check proper refrigerant level and correct pressures in the system (where applicable, sight glass should be clear and full during normal operation).	_____	_____
<input type="checkbox"/> Report missing valve-caps and/or unit covers.	_____	_____





# PREVENTIVE MAINTENANCE LOG

Campus: \_\_\_\_\_ Building: \_\_\_\_\_ Date: \_\_\_\_\_

Equipment: \_\_\_\_\_ Label: \_\_\_\_\_ Model: \_\_\_\_\_ Serial No: \_\_\_\_\_

## Air handlers / Fan Coil Units

### Annually

	Initials	Comments
<input type="checkbox"/> Check condition of evaporator coil including possible refrigerant leaks. Report any issues to FM.	_____	_____
<input type="checkbox"/> Wash evaporator coil but only with a prior approval from the FM.	_____	_____
<input type="checkbox"/> Tighten all electrical connections in the electrical panel	_____	_____
<input type="checkbox"/> Check for frayed wiring insulation, corroded terminals, and tightness of spades connections.	_____	_____
<input type="checkbox"/> Check filter condition and report it to FM.	_____	_____
<input type="checkbox"/> Check fan motors and blades.	_____	_____
<input type="checkbox"/> Check the blades for unusual wear patterns or stress fractures.	_____	_____
<input type="checkbox"/> Check motor belts and sheaves for integrity, proper tension and alignment.	_____	_____
<input type="checkbox"/> Clean the surface of each fan blade and apply lubricant as necessary.	_____	_____
<input type="checkbox"/> Check all heaters for correct amperage draw.	_____	_____
<input type="checkbox"/> Check voltage at each heater terminal and ensure each heater terminals is in good condition	_____	_____
<input type="checkbox"/> Clean the drain pan and check for proper drainage.	_____	_____
<input type="checkbox"/> Remove foreign material from the drain pan	_____	_____
<input type="checkbox"/> Clean the condensate drain line and check for proper drainage.	_____	_____
<input type="checkbox"/> Clean interior and exterior surfaces with a damp cloth.	_____	_____
<input type="checkbox"/> Restart equipment and check for proper operation.	_____	_____



# PREVENTIVE MAINTENANCE LOG

Campus: \_\_\_\_\_ Building: \_\_\_\_\_ Date: \_\_\_\_\_

Equipment: \_\_\_\_\_ Label: \_\_\_\_\_ Model: \_\_\_\_\_ Serial No: \_\_\_\_\_

\*IDEA San Juan CP and IDEA Weslaco

## Air Cooled Scroll Chillers (York YLAA0120SE)

### Semiannually

	Initials	Comments
<input type="checkbox"/> Follow Maintenance Procedures as recommended by Section 8 of IOM attached.	_____	_____
<input type="checkbox"/> Check unit for proper operation, excessive noise or vibration.	_____	_____
<input type="checkbox"/> Run system diagnostics test.	_____	_____
<input type="checkbox"/> Disconnect power source and lock out.	_____	_____
<input type="checkbox"/> Check electrical wiring and connections; tighten loose connections.	_____	_____
<input type="checkbox"/> Perform Compressor Starter Inspection.	_____	_____
<input type="checkbox"/> Check Flow/Differential Mechanical Switch.	_____	_____
<input type="checkbox"/> Check chiller for leaks.	_____	_____
<input type="checkbox"/> Remove lock out and power equipment back ON.	_____	_____
<input type="checkbox"/> Check Proper Rotation and Operation of each Condenser Fan and its related motor.	_____	_____
<input type="checkbox"/> Perform analysis on oil and filter	_____	_____
<input type="checkbox"/> Perform Oil Analysis Per Compressor.	_____	_____
<input type="checkbox"/> Check Oil Level Per Compressor.	_____	_____
<input type="checkbox"/> Check oil level in oil separator sight glass.	_____	_____
<input type="checkbox"/> Check system operating parameters (temperatures and pressures). Refer to Section 8 of IOM attached.	_____	_____
<input type="checkbox"/> Check Control Panel Calibration.	_____	_____
<input type="checkbox"/> Check Compressor and Oil Separator Heater.	_____	_____
<input type="checkbox"/> Thoroughly clean intake side condenser coils, fans, and intake screens.	_____	_____
<input type="checkbox"/> Perform operational test and return to service.	_____	_____
<input type="checkbox"/> Complete Required Paper Work and Remove debris from work-site.	_____	_____

### Annually:

<input type="checkbox"/> Perform the semiannual service.	_____	_____
<input type="checkbox"/> Clean/Wash condenser coils as per manufacturer recommendation. Refer to Section 8 of IOM attached.	_____	_____
<input type="checkbox"/> Check the systems for refrigerant leaks.	_____	_____
<input type="checkbox"/> Check system superheat and sub cooling at the condensing unit	_____	_____
<input type="checkbox"/> Report missing valve-caps and/or unit covers.	_____	_____

Please see the Installation and Operation Manual (IOM)

## **FORM A -REFERENCES**

Please list a minimum of three references of agencies (governments, charter schools or ISDs) that have used your services. We would prefer some of the references to be new customers in the last year, and Texas agencies are preferred:

1. \_\_\_\_\_  
*COMPANY NAME OR CONTACT PERSON*

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STREET ADDRESS	CITY	STATE	ZIP
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CONTACT PERSON	TELEPHONE NUMBER
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PRODUCTS/SERVICES USED

---

DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK

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2. \_\_\_\_\_  
*COMPANY NAME OR CONTACT PERSON*

---

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

---

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

---

PRODUCTS/SERVICES USED

---

DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK

---

3. \_\_\_\_\_  
*COMPANY NAME OR CONTACT PERSON*

---

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

---

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

---

PRODUCTS/SERVICES USED

---

DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK

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**FORM B - BID/RFP RESPONSE FORM**

The undersigned, in submitting this Bid/RFP and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/RFP; that he/she will abide by all the policies and procedures of IDEA Public Schools; and that he/she has read this entire Bid/RFP package, and is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in **ALL** sections of this Bid/RFP.

**Failure to manually sign this Bid/RFP Response Form will be reason for the bid/RFP to be rejected.**

SUBMITTED BY:

Firm: \_\_\_\_\_  
(LEGAL Firm Name)

**MUST BE SIGNED IN INK TO BE  
CONSIDERED RESPONSIVE**

By: \_\_\_\_\_  
(Original Signature)

Name: \_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_  
(Type or Printed Title)

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

Contact  
Representative  
\_\_\_\_\_

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

City/ST/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

**Submit copy of**

**NOTE:**

**Bidder's/ Proposer's  
current W-9 Form**

Taxpayer Identification #: \_\_\_\_\_

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ Days

I hereby acknowledge receipt of the following addenda which have been issued and incorporated into the Bid/RFP Document. *(Please initial in ink beside each addenda received. If none received, leave blank)*

Addendum No. 1 \_\_\_ Addendum No. 2 \_\_\_ Addendum No. 3 \_\_\_ Addendum No. 4 \_\_\_

## ***FORM C - DEVIATION/COMPLIANCE SIGNATURE FORM***

If the undersigned Firm intends to deviate from the Specifications listed in this bid/RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. IDEA Public Schools will consider any deviations in its bid/RFP award decisions, and reserves the right to accept or reject any bid/RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Firm assures IDEA Public Schools of his/her full compliance with the Terms and Conditions, Specifications, and all other information contained in this bid/RFP document.

No Deviation

Yes Deviations

Firm's Name: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Title of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Signature of Authorized Company  
Official: \_\_\_\_\_

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

If yes is checked, please list below. Attach additional sheet(s) if needed.

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***FORM D - NON-COLLUSION STATEMENT***

“The undersigned affirms that he/she is duly authorized to execute this bid/RFP, that this company, corporation, firm, partnership or individual has not prepared this bid/RFP in collusion with any other bidder/proposer, and that the contents of this bid/RFP as to prices, terms or conditions of said bid/RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/RFP.”

Firm’s Name: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_  
***(Typed or printed)***

Title of Authorized Company Official: \_\_\_\_\_  
***(Typed or printed)***

Signature of Authorized  
Company Official: \_\_\_\_\_

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

Firm hereby assigns to purchaser any and all claims for overcharges associated with this bid/RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

# **FORM E- CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION**

**(a) CRIMINAL BACKGROUND CHECK**

Firm will obtain history record information that relates to an employee, applicant for employment, or agent of the Firm if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Firm certifies to IDEA Public Schools before beginning work, and at no less than an annual basis thereafter, that criminal history record information has been obtained. Firm shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from IDEA Public Schools property or other location where students are regularly present. IDEA Public Schools shall be the final decider of what constitutes a "location where students are regularly present." Firm's violation of this section shall constitute a material breach and default.

**(b) FELONY CONVICTION NOTIFICATION**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "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 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 the termination of the contract."

**THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD  
CORPORATION.**

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section.

Firm's Name:

Name of Authorized Company Official:

*(please print clearly or type)*

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official:

Date:

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official:

Date:

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):

**FORM E - CONTINUED**

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Details of Conviction(s):

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Signature of Company Official:

Date:

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Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for IDEA Public Schools pursuant to this bid/RFP on any and all IDEA campuses or facilities. Vendor will not assign individuals to provide services at an IDEA campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of IDEA Public Schools.



**FORM F - RESIDENT/NONRESIDENT BIDDER'S  
CERTIFICATION**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)

“Nonresident bidder” means a bidder who is not a resident.

Section 2252.001(4)

“Resident bidder” means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

I certify that\_\_ is a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)

Signature of Authorized Company Official: \_\_\_\_\_ Name of Authorized Company Official: \_\_\_\_\_



I certify that\_\_\_\_\_ is a Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

City and State:

\_\_\_\_\_

Signature of Authorized Company Official: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the vendor or the vendor’s ultimate parent company or majority owner employ at least 500 persons in Texas?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

## ***FORM G - DEBARMENT OR SUSPENSION CERTIFICATION FORM***

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the Firm and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this Firm:

- (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

Firm's Name: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Title of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Signature of Authorized  
Company Official: \_\_\_\_\_

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

## *FORM H - CONFLICT OF INTEREST QUESTIONNAIRE*

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Business Office of IDEA Public Schools not less than the seventh business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **IDEA Public Schools requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid.

See Section 176.006, Local Government Code which reads "A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor."

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>		
<b>For vendor or other person doing business with local governmental entity</b>				
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="padding: 2px 5px;"><b>OFFICE USE ONLY</b></th> </tr> <tr> <td style="padding: 2px 5px; text-align: center;">Date Received</td> </tr> </table>		<b>OFFICE USE ONLY</b>	Date Received
<b>OFFICE USE ONLY</b>				
Date Received				
<p><b>1 Name of person doing business with local governmental entity.</b></p>				
<p><b>2 Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>				

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## *FORM I - VENDOR DATA FORM*

How long has the company been in business? \_\_\_\_\_

### 1. For Purchase Orders: ORDERING ADDRESS INFORMATION

Company Name: \_\_\_\_\_

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

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Does your company accept orders via email? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what is the ordering email address? \_\_\_\_\_

### 2. For Payments: REMITTANCE ADDRESS INFORMATION

Company Name: \_\_\_\_\_

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

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

### 3. For Routing: ROUTING ADDRESS INFORMATION

Company Name: \_\_\_\_\_

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

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

## ***DISCLOSURE OF INTERESTED PARTIES (FORM 1295)***

The law states that a governmental entity or state agency **may not** enter into certain contracts with a business entity **unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.**

The law applies only to a contract (*including an amended, extended, or renewed contract*) of a governmental entity or state agency that either:

- requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- has a value of at least \$1 million.

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the **online filing application**, located here: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). After completing the electronic form, the business entity will be prompted to print the form and send the notarized form to the governmental entity.

The governmental entity will acknowledge Form 1295 in the Texas Ethics Commission's electronic system.

### **Contract Procedures for HB 1295 – Interested Parties**

In order to comply with HB 1295, the following procedures are to be followed for **all contracts and purchase orders requiring Board approval**. This includes amended, extended, or renewed contracts per HB 1295.

Vendors must follow the steps below and complete form 1295 **online** with the Texas Ethics Commission **before** engaging in business with IDEA Public Schools:

- Complete form 1295 online at the TX Ethics Commission website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- After the vendor completes the electronic form, they will be prompted to print the form, notarize it, and return to the IDEA Public Schools Purchasing Director.
  - o A copy of the completed and notarized form is to be submitted to the Purchasing office. This will allow the Purchasing office to electronically acknowledge the form with the Texas Ethics Commission after the Board approves the purchase.
- The Purchasing Department will complete the required electronic acknowledgement of the vendor's 1295 form with the Texas Ethics Commission.

**IDEA's Purchasing Office only has 30 days** to complete the process with the Texas Ethics Commission after the Board approves the purchase. It is critical that these steps are followed in a timely manner.

If you have any questions, please contact the Texas Ethics Commission at 512.463.5800 to assist vendors with specific questions and technical support.

## ***SUBMITTALS***

Submittal 1: Implementation Plan

Respondent shall detail its implementation plan and specific timelines to be followed.

Please provide a plan and schedule for implementation, should your firm be selected as the successful proposer.

As required by Section 231.006, the undersigned certifies the following: “the vendor or applicant certifies that the individual or business entity names in this contract, bid or application is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

Contractor authorized representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor authorized representative signature: \_\_\_\_\_ Date: \_\_\_\_\_

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