

IDEA Public Schools

Invitation for Bid

For

Heating, Ventilation, and Air Conditioning Preventative Maintenance

#4-HVAC PM-0523 Florida

IDEA Headquarters: 2115 W. Pike Blvd. Weslaco, TX 78596 Main: (956) 377-8000



COMPANY NAME:		
TAX ID NUMBER:		
PHYSICAL ADDRESS STREET:		
CITY, STATE, ZIP:		
PHONE NUMBER:		
E-MAIL ADDRESS:		
TYPED NAME & TITLE OF AUTHORIZED AGENT:		
AUTHORIZED AGENT'S SIGNATURE:		
DATE SIGNED:		

VENDOR CERTIFICATION/ACCEPTANCE

By signing, the respondent hereby certifies that the respondent has read, understands, and agrees that the bid constitutes an offer to provide the goods and/or services at the price established on the respondent's bid and that acceptance by IDEA Public Schools of the respondent's bid by the issuance of a notice of contract the award and purchase order will create a binding legal contract without the need for a separate written agreement or contract. Further respondent agrees to fully comply with documentary forms herewith made a part of this specific procurement.

SPECIAL NOTES:

- Bid price must be guaranteed for one hundred and twenty (120) days.
- Total bid amount must adhere to the requirements outlined in this bid.
- Respondent must provide prices for all services specified within this IFB.
- · Copy of insurance must be provided (COI)
- Respondent Agrees they have reviewed and fully understand the scope of work outlined.

TOTAL AMOUNT OF BID: \$

PAYMENT TERMS

Payment will be issued upon review and approval of invoice within 30 days (Net 30). Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the IDEA Public Schools and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. Invoices should be submitted to IDEA Public Schools *ATTN: Accounts Payable via email at;* payableFL @ideapublicschools.org or by mail at 2115 W. Pike Blvd., Weslaco, Texas 78596 Attn: Accounts Payable.

Respondent agrees to comply with all conditions shown on this form. FAILURE TO MANUALLY SIGN WILL DISQUALIFY THE BID.



1. BACKGROUND INFORMATION

IDEA Public Schools ("IDEA") is a Texas nonprofit corporation and a tax-exempt organization pursuant to the Section 501(c)(3) of the Internal Revenue Code. Pursuant to Chapter 12, Subchapter D of the Texas Education Code and its Contract for Charter with the Texas State Board of Education, as renewed by the Commissioner of Education, IDEA is an open-enrollment charter holder, governmental entity and public school system. IDEA prepares Texas students from underserved communities for success in college and citizenship. IDEA is a growing network of 123 high-performing charter schools serving approximately 67,988 students located throughout Texas in the Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, and Tarrant County regions. Although IDEA's growth is rapid, it is also carefully planned. Schools begin with select grade levels and eventually reach full scale as a Pre-K-12 campus as grade levels are added to accommodate the students' advancement.

IDEA's mission is College for All. IDEA serves primarily low-income students in underserved areas of both rural and urban communities. Over 80% of IDEA students are considered low-income and one of every three students is the first in their family to go to college. Since the first graduating class in 2007, 100% of seniors have been accepted and matriculated to a college or university every year for fourteen consecutive years. Thanks to a rigorous path to college that begins in Pre-K, IDEA students attend selective universities throughout the country, win national awards and scholarships, and complete college at a rate six times the national average for low-income students.

2. GENERAL INTENT

Through this Invitation for Bids (IFB), IDEA is soliciting bids for the <u>Heating, Ventilation, and Air</u> <u>Conditioning</u> <u>Preventative Maintenance</u> for four (4) IDEA Florida campuses identified herein in <u>Attachment "L"</u>.

Each vendor shall furnish the information required in the bid package. The vendor shall <u>sign the IFB Bid</u> <u>Response Cover Page and all addenda(s) (if issued)</u>. The person signing the Bid Response Cover Page <u>must initial</u> at the bottom of every page, erasure, and/or other changes. Bids signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been previously furnished to IDEA.

- a. Deliveries shall be Freight on board (FOB) Destination to IDEA destination sites. Freight is prepaid and assumed by the vendor. IDEA reserves the right to pick up items in lieu of delivery from local vendors.
- b. IDEA does not pay Federal Excise Taxes. Tax exemption certificates will be provided upon request.
- c. The vendor may offer an "equal" product or product exceeding specifications as an alternative. The final determination of whether an item is an "approved equal" remains with IDEA.
- d. Bids submitted on forms other than the IDEA forms or with different terms or provisions may be considered non-responsive bids.
- e. All bids shall remain firm for a term of 120 days after the IFB solicitation period is closed.
- f. The vendor shall certify that no federal or state suspension or debarment is in place, which would preclude receiving a state or federally funded award.

3. RESERVATIONS

A. IDEA expressly reserves the right to:

Waive minor deviations from the specifications when it is determined that the total cost to IDEA of the deviation is lower than the lowest conforming bid which meets all

aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating bid is equal to or greater than that of the conforming bid.

B. Waive any defect, irregularity, or formality in any IFB procedure.



- C. Reject any or all bids.
- D. Amend the IFB prior to bid opening date to extend or make changes to a specification(s).
- E. Procure any item by other means.
- F. Increase or decrease the quantity specified in the bid unless the respondent specifies otherwise.
- G. Award to multiple vendor

4. SCHEDULE OF EVENT

Date Solicitation Opens:	Thursday, March 23, 2023
Pre-Bid Meeting Date and Time:	Tuesday, April 4, 2023 @ 10:00 AM CST
Deadline for Written Questions	Wednesday, April 5, 2023 @ 3:00PM CST
Deadline for Responses from IDEA Public Schools:	Wednesday, April 12, 2023 @ 5:00 PM CST
IFB Due Date and Time:	Monday, May 1, 2023 @ 2:00 PM CST

IFB packet will be available at <u>8:00 AM CST on Thursday, March 23, 2023</u>, at the Headquarters Office located at 2115 W. Pike, Weslaco TX 78596 and on our website at the following link <u>https://ideapublicschools.org/our-story/finance-budget/</u>. The vendor is responsible for obtaining any updates or amendments to the IFB from the website.

The Pre-bid meeting will be held via web <u>https://bluejeans.com/felicia.black</u> or join via phone: +1 512-865-8097 (Conference ID: 131 953 600) on <u>Tuesday, April 4, 2023 @ 10:00 AM CST</u>. Any information given to one prospective vendor will be furnished to all prospective vendors as an Addendum if such information is necessary to vendors in submitting their bids or if the lack is such information would be prejudicial to an uninformed vendor.

If you have any questions regarding this IFB process, please contact the Procurement Department at <u>solicitations@ideapublicschools.org</u>. Bids must be delivered to and received prior to this deadline at the address noted above.

The bid opening will be held via the web <u>https://bluejeans.com/felicia.black</u> or join via phone: +1 512-865-8097 (CID: 131 953 600) on **Monday**, <u>May 1st</u>, 2023 @ 2:00 PM CST. Only the names of respondents and total bid amounts (if available) will be read out loud.

5. NOTICE TO ALL VENDORS

- a) Vendor shall keep IDEA advised of any changes in order(s) status.
- b) All submittals are to be for <u>Heating, Ventilation, and Air Conditioning Preventative Maintenance</u> as indicated in the bid items list located in <u>Attachment "L"</u>. Pricing should include price per hour and/or price per day and any other fees that apply as indicated by IDEA.
- c) IDEA encourages vendor participation, of certified MWBD vendors (Minority and Women-owned businesses), certification must be included in the submittal.

6.REQUESTED PRODUCT(S)

IDEA expectations with respect to the performance by each vendor in connection with the purchases are set out in the "Contract Documents" which consist of the Invitation for Bids ("IFB"), Instructions to Vendors, Standard Terms and Conditions, and Bid Sheet. Vendors who fail to examine the Contract Documents do so at their own risk.

A. The bid item list and specifications that follow are specific requirements. Any deviation or comparable product must be properly identified and be accepted by IDEA Public Schools through individual submittals of <u>Attachment "K</u>" included in this IFB packet, one for each deviation. Any deviation to specifications must be listed and clearly defined.



Description of items and price will be captured and listed on <u>Attachment "L"</u>. For this reason, vendors are discouraged from describing any deviations simply as "equal" or "exceeds" the defined requirements: Instead, vendors are strongly encouraged to explain all deviations in the template provided. Failure to do so may result in the rejection of the bid and or product for non-compliance.

7.SCOPE OF WORK

Heating, Ventilation, and Air Conditioning Preventative Maintenance

The Awarded Vendor(s) Contractor(s) shall, at Contractor's expense, furnish in a diligent and workmanlike manner all supervisory personnel, labor, equipment, machinery, tools, materials, and supplies necessary for the performance of the work and services contemplated herein. Contractor shall not employ in any Work for Company any employee whose employment violates applicable labor laws. All materials, equipment, supplies, and manufactured articles furnished by Contractor in the performance of the Work shall be fit for their intended use, shall be free from Defects, and shall be of the best quality for their respective purposes unless otherwise specified in writing by Company. All Work shall be in accordance with all applicable safety regulations, precautions, and procedures in the industry and shall employ all necessary and desirable protective equipment and devices. Any breach of this safety covenant by or on behalf of Contractor shall be grounds for immediate termination of this Contract by Company which shall be effective upon notice from Company to Contractor.

The selected vendor will service four (4) DEA Public School Florida campuses (see campus list in "Attachment L") with Heating, Ventilation, and Air Conditioning Preventative Maintenance. Each Campus should be thoroughly inspected prior to maintenance being completed. Services should occur semi-annually as well as proceeding with the expiration of the warranty as described below. Bid will be awarded by region.

*Notifications need to be given to the Facilities Manager so that campus leadership is aware of possible smells due to turning on the heaters.

The Awarded Vendor shall provided Summer and Winter Preventive Maintenance according to the instructions below:



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 Facilities Manager.
- 2. Test blower components.
 - Replace belts every year regardless of condition, if applicable. (Used belts are to be turned in to Facilities Manager for proper disposal. Units with extremely worn belts should be inspected for the condition of sheaves and/or pulleys, along with the belt alignment and tightening.)
- 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 fans.
- 5. Check proper operation of any outside, supply and return air dampers.
- 6. Clean and flush all condensation 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 Facilities Manager and get approval prior to 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).
 - Fans should be cleaned 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 Facilities Manager upon completion.
- 11. Provide quotes to Facilities Manager 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 Facilities Manager prior to work being performed.
 - Work will not commence until a Purchase Order is provided to vendor.
- 12. **Provide** a report per unit of the Preventative Maintenance within 5 business days of completion via email to the Facilities Manager and copy HQ Facilities.
- 13. Provide a detailed report with repairs, costs and expected time.
- 14. Obtain all trash and clean up areas

Winter Preventative 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 Facilities Manager.
- 2. Test blower components.
 - Replace belts every year regardless of condition, if applicable. (Used belts are to be turned in to Facilities Manager for proper disposal. Units with extremely worn belts should be inspected for the 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 fans.
- 5. Check proper operation of any outside, supply and return air dampers.
- 6. Clean and flush all condensation 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 Facilities Manager and get approval prior to 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).
 - Fans should be cleaned 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 Facilities Manager upon completion.
- 11. Check for proper operation of electric/natural gas heaters.
 - Notifications need to be given to the Facilities Manager so that campus leadership is aware of possible smells due to turning on the heaters.
- 12. **Provide** quotes to Facilities Manager 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 Facilities Manager prior to work being performed.
 - Work will not commence until a Purchase Order is provided to vendor.
- 13. Provide a report per unit of the Preventative Maintenance within 5 business days of completion via email to the Facilities Manager and copy HQ Facilities.
- 14. Provide a detailed report with repairs, costs and expected time.
- 15. Obtain all trash and clean up areas.

After warranty - 11-month inspection

- 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 Facilities Manager.
- 2. Test blower components.
 - Replace belts every year regardless of condition, if applicable. (Used belts are to be turned in to Facilities Manager for proper disposal. Units with extremely worn belts should be inspected for the 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 fans.
- 5. Check proper operation of any outside, supply and return air dampers.
- 6. Clean and flush all condensation 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 Facilities Manager and get approval prior to 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).
 - Fans should be cleaned 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 Facilities Manager upon completion.
- 11. Check for proper operation of electric/natural gas heaters.
 - Notifications need to be given to the Facilities Manager so that campus leadership is aware of possible smells due to turning on the heaters.
- 12. **Provide** quotes to Facilities Manager 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 Facilities Manager prior to work being performed.
 - Work will not commence until a Purchase Order is provided to vendor.
- 13. **Provide** a report per unit of the Preventative Maintenance within 5 business days of completion via email to the Facilities Manager and copy HQ Facilities.
- 14. Provide a detailed report with repairs, costs and expected time.
- 15. Obtain all trash and clean up areas.

*The Following Logs should be printed out by the awarded vendor(s), completed and turned in to IDEA agent/Operator.



Instructions: Please print this log, complete each entry, and submit it to the Facilities Manager.

Campus:		Buildin	g:			Date:			
Brand:	M/	′N				S/N			
Brand:		M/N				S/N			
Unit:			_						
	I	L1	L2		L3				
Volts <u>:</u>						Return Temp:			
						Supply Temp:			
AMPS						Belt Size & Qty:			
COMP-1									
AMPS						Filter Size:			
COMP-2						Filter Size:			
AMPS COMP-3							Y	ES	NO
AMPS						Wash Condenser Coil][]
COMP-4						Check Refrigerant Press	[][]
AMPS						Check Voltage	[][]
COMP-1						Check AMPS	[][]
AMPS						Check Electrical Panel][]
COMP-2						Check for Visual freon leaks][]
AMPS									
COMP-3						Replace Belts][]
AMPS						Clean Drain Pipe	[][]
COMP-4						Check evaporator Coil	[][]
						Grease Bearings	[][]
	CKT-1	CKT-2	!						
Hi Press:			_						
Low Press:			_						
LIQ LN Press:			_						
Cond. Sat. Temp:									
uct. Super Heat:			_						
Refrigerant Type:		Evaporator C	oil	% Dirty					

Tech Name ______ Tech Signature _____



Instr Campus:	uctions: Please print this lo	g, complete each entry, an Building:	d submit it to the Fac	ilities Manager. Date:	
Equipment:		Label:	Model	:	
Serial No:					
DX R	TUs				
Annua	lly			Initials	Comments
	Check for unusual noise or vibratio	n.			
	Turn off equipment and lock out po	wer source.			
	Check condition of evaporator coil	including possible refrigerant leaks.	Report any issues to FM.		
		llowing manufacturer recommended	procedures.		
	Flush coil			_and condensate drain	with water taking care not to get insulation,
	filters and return air ducts wet.				
	Clean and Wash condenser coil fol	lowing manufacturer recommended	procedures.		
		f single and two formed slabs. On u d between the slabs. To clean betw			
	separate coil slabs and wash them	thoroughly. Flush coils with water for	ollowing cleaning.		
	Clean washable outside air dampe prior reinstallation.	r filter. Spray with factory recommen	ded coating when dry		
	Inspect supply air blower wheel for	accumulated dirt or dust. Clean as r	ecessary.		
	Check fan motors and blades.				
	Check the blades for unusual wear	patterns or stress fractures.			
	Check motor belts and sheaves for	integrity, proper tension and alignm	ient.		
	Clean the surface of each fan blade	and apply lubricant as necessary.			
	Tighten all electrical connections ir	the electrical panel.			
	Check for frayed wiring insulation, o	corroded terminals, and tightness of	spades connections.		
	Check filter condition and report it	o FM.			
	Check all heaters for correct amper	age draw.			
	Check voltage at each heater term	nal and ensure each heater termina	I is in good condition.		
	Clean the drain pan and check for	proper drainage.			
	Remove foreign material from the	drain pan.			
	Clean the condensate drain line an	d check for proper drainage.			
	Clean interior surfaces with a dam	o cloth.			
	Restart equipment and check for pr	oper operation.			
	Check operation of the control syst	em.			
	Check all pressure controls, safety	controls, operation of the room tem	perature thermostat/sensor.		
		nd crankcase heater operation (oil	evel should as per		
[]	manufacturer recommendations).	ne insulation onen torn, or with wot	er accumulation		
	Check proper refrigerant level and	ne insulation open, torn, or with wat			
]		uld be clear and full during normal op	peration).		
	Report missing valve caps and/or u	init covers.			



Instructions: Please print this log, complete each entry, and submit to Facilities Manager.

Campus	s: Building:		Date:
Equipment	t: Label:	Model:	Serial No:
Air ha Annual	Indlers / Fan Coil Units	Initials	ls Comments
	Check condition of evaporator coil including possible refrigerant leaks. Report any issues to FM.		
	Wash evaporator coil but only with a prior approval from the FM.		
	Tighten all electrical connections in the electrical panel		
	Check for frayed wiring insulation, corroded terminals, and tightness of spades connections.		
	Check filter condition and report it to FM.		
	Check fan motors and blades.		
	Check the blades for unusual wear patterns or stress fractures.		
	Check motor belts and sheaves for integrity, proper tension and alignment.		
	Clean the surface of each fan blade and apply lubricant as necessary.		
	Check all heaters for correct amperage draw.		
	Check voltage at each heater terminal and ensure each heater terminals is in good condition.		
	Clean the drain pan and check for proper drainage.		
	Remove foreign material from the drain pan.		
	Clean the condensate drain line and check for proper drainage.		
	Clean interior and exterior surfaces with a damp cloth.		
	Restart equipment and check for proper operation.		



Instructions: Please print this log, complete each entry, and submit to Facilities Manager.

Campus:	Building:		Date:		
Equipment:	Label:	Mode	el:	Serial No:	
Condensing Units			Initials	Comments	
Check for unusual noise or vibration	on.				
Turn off equipment and lock out po	ower source.				
Check all electrical connections in points, and all contactors for wor		box, all relays for worn			
Tighten all electrical connections.					
Check for frayed wiring insulation	, corroded terminals, and tightnes	ss of spade connections.			
Check operation of the control sys	stem.				
Check all pressure controls, safety	controls, operation of the room te	mperature thermostat/sensor.			
Check oil level in the compressor manufacturer recommendations).		(oil level should as per			
Check condition of refrigerant line	insulation open, torn, or with wate	r accumulation.			
Check proper refrigerant level an and full during normal operation).		(sight glass should be clear			
Check the systems for refrigerant	eaks.				
Check system superheat and sub	cooling at the condensing unit.				
Report missing valve-caps and/o	r unit covers.				
Wash condenser coil but only with	a prior approval from the FM.				



Instructions: Please print this log, complete each entry, and submit to Facilities Manager.

Campus:	Building:		Date:	
Equipment:	Label:	Model:	S	erial No:
*IDEA San Juan CP and IDEA Weslaco				

Air Cooled Scroll Chillers (York YLAA0120SE)

Semianr	nually	Initials	Comments
	Follow Maintenance Procedures as recommended by Section 8 of IOM attached.		
	Check unit for proper operation, excessive noise or vibration.		
	Run system diagnostics test.		
	Disconnect power source and lock out.		
	Check electrical wiring and connections; tighten loose connections.		
	Perform Compressor Starter Inspection.		
	Check Flow/Differential Mechanical Switch.		
	Check chiller for leaks.		
	Remove lock out and power equipment back ON.		
	Check Proper Rotation and Operation of each Condenser Fan and its related motor.		
	Perform analysis on oil and filter		
	Perform Oil Analysis Per Compressor.		
	Check Oil Level Per Compressor.		
	Check oil level in oil separator sight glass.		
	Check system operating parameters (temperatures and pressures). Refer to Section 8 of IOM attached.		
	Check Control Panel Calibration.		
	Check Compressor and Oil Separator Heater.		
	Thoroughly clean intake side condenser coils, fans, and intake screens.		
	Perform operational test and return to service.		
	Complete Required Paper Work and Remove debris from work-site.		
Annually			
	Perform the semiannual service.		
	Clean/Wash condenser coils as per manufacturer recommendation. Refer to Section 8 of IOM attached.		
	Check the systems for refrigerant leaks.		
	Check system superheat and sub cooling at the condensing unit.		
	Report missing valve-caps and/or unit covers.		



8.WHO IS ELIGIBLE TO RESPOND

Respondents who are eligible to meet the technical specifications for quality and other terms of this bid package, and who are not debarred and/or suspended from conducting business with district, federal, and state-funded agencies. A prospective respondent must affirmatively demonstrate the respondent's responsibility. A prospective respondent, by submitting a bid, represents to IDEA that it meets the following requirements:

- a. Possesses or can obtain adequate financial resources as required to perform under this IFB.
- b. Respondent shall comply with the requirements proposed in this IFB.
- c. Have a satisfactory record of integrity and ethics.
- d. Respondent shall be in good standing with all applicable national or state associations.

9.RESPONSIVE/RESPONSIBLE RESPONDENTS

IDEA staff reviews the bids received to determine if they are responsive. For bids to be considered responsive and to be evaluated for selection, the following requirements must be met:

- 1. The bids must have been submitted by the due date and time.
- 2. The bids must be completed with the original signatures.
- 3. The bids must be for the specific items requested and described in the IFB Packet.
- 4. The bids must be submitted in the format described in the IFB Packet.
- 5. One original (marked "original") and one copy must be submitted.
- 6. Submit an electronic copy of the completed/signed bid on a USB flash drive. The electronic version shall replicate your original bid including the required signatures.
- 7. Attachment "L" shall be completed and submitted as a separate document with your bid response.

10.PROCUREMENT CONDITIONS/ GENERAL TERMS

Procurement of the items under this IFB shall be in accordance with the IDEA Public Schools Purchasing Policy¹ and the terms and conditions set forth in the state of Florida.

11.ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS

Members of the public having complaints regarding the IDEA's purchasing procedures or operations may present their complaints or concerns to IDEA by writing to the following address:

IDEA Public Schools, Attn. Director of Procurement 2115 W. Pike Blvd, Weslaco, TX 78596 (956) 377-8000

¹ <u>https://ideapublicschools.org/wp-content/uploads/2021/07/05.-Purchasing-Policy-Proposed-Amendment-July-2021_final.pdf</u>



All bid packages must be clearly marked with the Respondents' name and address (it is very important to include the IFB #4-HVAC-0523). Bid packages must be delivered to and received prior to the deadline.

Jose Perez, Director of Procurement Mia Harris, Assistant Director of Procurement Delilah Veliz, Procurement Analyst Felicia Black, Procurement Analyst IDEA Public Schools, 2115 W. Pike Blvd Weslaco, TX 78596 (956) 377-8000

13.TITLE PAGE

Respondents must complete the Title Page and include it as the cover sheet for proposals submitted in response to this IFB.

See coversheet below:

IDEA Public Schools

A Bid Submitted in Response to

IDEA Public Schools #4-HVACPM-0523 Florida

Submitted by:

(Full Legal Name of Respondent) On:

(Date of Bid Submission)



14.IFB RESPONSE FORMAT AND CONTENT

- 1. Page/Items to return/include.
 - > Title Page
 - Business Identification
 - Additional Requirements
 - Compliance with Specifications
 - Description / Pricing (Must use format included in attachment "L")
- 2. Documentation must be complete. A respondent's written response shall be the sole means of presenting the product and/or services.

15.ADDITIONAL REQUIREMENTS

Ownership: Bid must include the name and Social Security Number of each person with at least 25% ownership of the business entity submitting the qualifications.

NAME:	SSN:
NAME	SSN [.]



16.ATTACHMENTS

The attachments listed below are required and should be included with the bid. <u>Attachment "F"</u> is required to ensure that no potential conflicts of interest exist with IDEA Public Schools Board or staff members. All forms listed below must be completed and signed.

- 1. Attachment A Certification of Respondent
- 2. Attachment B Certification Regarding Clean Air and Water Acts
- 3. Attachment C Certification Regarding Work Hours & Safety Standards
- 4. Attachment D Certification Regarding Davis-Bacon Act
- 5. Attachment E Certification Regarding Drug-Free Workplace
- 6. Attachment F Conflict of Interest Questionnaire
- 7. Attachment G Equal Opportunity and Nondiscrimination
- 8. Attachment H– Felony Conviction Disclosure Statement/Criminal History Review of Respondent Employees
- 9. Attachment I- Certification Regarding Lobbying
- 10. Attachment J- Certification Regarding Debarment or Suspension
- 11. Attachment K Deviations and Exceptions Form
- 12. Attachment L Locations, Descriptions, Cost submittal (Excel spreadsheet)
- 13. Attachment N Terms and Conditions for Contracts Paid with Federal Funds
- 14. Attachment O Certificate of Insurance
- 15. Attachment P IDEA Vendor Package



ATTACHMENT "A" CERTIFICATION OF RESPONDENT

I, the undersigned, submit this quote/bid and have read the specifications, terms and conditions, which are a part of this solicitation. My signature also certifies that I am authorized to submit this quote/bid. Sign as a representative for the firm, and carry out services solicited in this solicitation:

Signature of Authorized Agent:	
Printed Name and Title of Agent:	
Name of Firm:	
Address:	
Telephone Number:	
FAX Number:	
Contact Person:	
Email Address (if applicable):	
Web Site Address (if applicable):	



ATTACHMENT "B"

CERTIFICATION REGARDING CLEAN AIR AND THE FEDERAL WATER POLLUTION CONTROL ACT

This certification is required by the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The undersigned contractor certifies that it will comply with the clean air and federal water pollution control act:

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
- The contractor agrees to report each violation to the United States Department of Agriculture and understands and agrees that the United States Department of Agriculture will, in turn, report each violation as required to assure notification to the Environmental Protection Agency (EPA).
- The contractor agrees to include these requirements in each subcontract exceeding \$1,500,000 financed in whole or in part by the United States Department of Agriculture.
- The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- The contractor agrees to report each violation to the United States Department of Agriculture and understands and agrees that the United States Department of Agriculture will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Environmental Protection Agency.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds from the United States Department of Agriculture.

Name of Contractor

Signature of Authorized Representative

Date



ATTACHMENT "C"

CERTIFICATION REGARDING WORK HOURS AND SAFETY STANDARDS

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The undersigned subcontractor certifies it will comply with the contract work hours and safety standards act:

- No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- In the event of any violation of the clause set forth in first paragraph of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States Department of Labor for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in first paragraph of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in first paragraph of this section.
- The United States Department of Agriculture shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- The contractor or subcontractor shall insert in any subcontracts the clauses set forth in previous paragraphs of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in



previous paragraphs of this section.

Name of Organization/Firm

Signature of Authorized Representative

Date



ATTACHMENT "D"

CERTIFICATION REGARDING DAVIS-BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The undersigned subcontractor certifies it will provide a drug-free workplace by:

- All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- Additionally, contractors are required to pay wages not less than once a week.

Name of Organization/Firm

Signature of Authorized Representative

Date



ATTACHMENT "E"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;
- Providing each employee with a copy of the subcontractor's policy statement;
- Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace;
- Notifying IDEA Public Schools within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Firm

Signature of Authorized Representative

Date



ATTACHMENT "F"

IDEA Florida Inc. CONFLICT OF INTEREST QUESTIONNAIRE

Instruction to respondent: The Conflict of Interest Questionnaire that follows this page must be completed legibly, either handwritten or typed. A duly authorized representative of Respondent must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

By signature of this Proposal, Vendor provides, covenants, and affirms that:

- Name and corporate structure of vendor.
- If your business entity does not have any officer, partner, director, or proprietor or such officer or employee or the officer's or employee's spouse or child, or any combination of them, with a material interest (5% or more ownership), and a family relationship to the third degree with any IPS or IDEA Florida employees or officers or board members – Write N/A
- If your business entity has any officer, partner, director, or proprietor or such officer or employee or the officer's or employee's spouse or child, or any combination of them, with a material interest (5% or more ownership), and a family relationship to the third degree with any IPS or IDEA Florida employees or officers or board members. List the name of the IDEA employee, officer or board member there is a relationship with and the relationship to that person.
- No manager, or employee or paid consultant of Vendor is a member of the IDEA Public Schools' Board of Directors, IDEA Florida Inc.'s Board of Directors or an employee of IPS Enterprises Inc. or IDEA Florida Inc.
- No manager or employee or paid consultant of Vendor is married to a member of the IDEA Public Schools' Board of Directors, IDEA's Chief Executive Officer, or an employee of IDEA.
- No member of the IDEA Public Schools' Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA is a manager or paid consultant of Vendor.
- Neither any member of the IDEA Public Schools' Board of Directors, IDEA Florida Inc.'s Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA owns or controls more than 5% in Vendor.
- Vendor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
- Should Vendor fail to abide by the foregoing covenants and affirmations regarding conflicts of interest, Vendor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with IDEA Public Schools and shall immediately refund to IDEA any fees or expenses that may have been paid under the contract and shall further be liable for any costs incurred or damages sustained by Rev. 03/23/2023



IDEA \ relating to that contract.

• Some but not all of the relationships described above may be disqualifying for vendors.

Vendor Name

Signature of Authorized Representative

Date



ATTACHMENT "G"

EQUAL OPPORTUNITY AND NONDISCRIMIANTION

The (**Respondent Name**) promotes employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. (**Respondent Name**) conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

EEO Laws, Rules, Guidelines, Regulations

(**Respondent Name**) provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age (40-70). based on race, color, handicap, religion, sex, national origin, or age (40-70).
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

(**Respondent Name**) is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin,



age, disability, or political affiliation or belief. (**Respondent Name**) takes positive steps to eliminate any systematic discrimination from personnel practices. (**Respondent Name**) recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status.

Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

Name of Organization/Firm

Signature of Authorized Representative

Date



ATTACHMENT "H"

FELONY CONVICTION DISCLOSURE STATEMENT.

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized of Respondent must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

Pursuant to Texas Education Code Section 44.034, Notification of Criminal History of Contractor, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Additionally, in accordance with this state law, "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 [...] or misrepresented the conduct resulting in the conviction." In this event, "The district must compensate the person or business entity for services performed before the termination of the contract." Section 44.034 "does not apply to a publicly held corporation."

I, the undersigned agent for	("Respondent"), certify
that the information concerning notification of felony conviction has been	reviewed by me and the following
information furnished is true to the best of my knowledge.	

Respondent is a publicly held corporation; therefore, this reporting requirement is not applicable.

Respondent is not owned or operated by anyone who has been convicted of a felony.

Respondent is owned or operated by the following individual(s) who has/have been convicted of a felony, as disclosed below:

Name of Individual(s):

General description of the conduct resulting in the conviction of a felony:

Name of Individual:

General description of the conduct resulting in the conviction of a felony:

Signature of Authorized Representative

Date Signed



CRIMINAL HISTORY REVIEW OF RESPONDENT EMPLOYEES.

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized representative of Respondent must initial and sign this form in blue ink. Failure to complete this form pursuant to this instruction will disqualify the proposal.

Jessica Lunsford Background Screening Compliance

Introduction: Florida Law, the Jessica Lunsford Act, requires a vendor who will have employees present on charter school property to undergo a Level II background screening, which consists of an FDLE/FBI search if vendor representatives will be at a school when students are present, have direct contact with students, or have access to or control of school funds. If no personnel will meet any of the three criteria, the law does not apply and no action will be needed. For vendors providing services to charter schools

in the Hillsborough District, more information may be found at www.sdhc.k12.fl.us/Procurement/JessicaLunsfordAct.asp.

Each vendor will be required, at its own cost, to comply with the background screening and badging requirements prior to providing services and provide proof of compliance.

I, the undersigned agent for ______ ("Respondent"), certify that [check one]:

[___] None of the employees of Respondent and any subcontractors are "covered employees" as defined above. If this box is checked, I further certify that Respondent has taken precautions or imposed conditions to ensure that the employees of Respondent and any subcontractor will not become covered employees. Respondent will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[___] Some or all of the employees of Respondent and any subcontractor are "covered employees." If this box is checked, I further certify that:

- 1. Respondent has complied with all the requirements of the Jessica Lunsford act as required by law.
- If Respondent receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify IDEA in writing within three business days.
- 3. Upon request, Respondent will provide IDEA, the school district or its agents with the name and any other requested information regarding covered employees so that IDEA may obtain criminal history record information on the covered employees.
- 4. If IDEA objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services to IDEA.
- 5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to IDEA or having any direct contact with students.

I understand that non-compliance with this certification by Respondent may be grounds for contract termination and/or barring disqualified persons from performing the work.



Vendor Certification

Public Entity Crimes: Vendor certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133 (2) (a).

Initial:

Federal Debarment Certification: Vendor and its principals agree that it is in compliance with the Federal Debarment Certification, as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at the 34 CFR Part 85, Sections 85.105 and 85.110- (ED80-0013).

Initial:

Fair Labor Standards Acts - "Hot Goods": Vendor certifies that goods/services are, or will be, produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

Initial: _____

Signature

Date



ATTACHMENT "I"

CERTIFICATION REGARDING LOBBYING

PROCUREMENT

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of Federal contract, the making of a Federal grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Organization Name:	PR/Award Number or Project:		
Name:			
Name of Authorized Representative:	Title:		
Signature:	Date:		



ATTACHMENT "J"

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Pursuant to Executive Orders 12549 and 12689 and the implementing federal regulations in Parts 180 and 200 of Title 2 of the Code of Federal Regulations relating to debarment and suspension, IDEA Public Schools is prohibited from contracting with parties that are suspended or debarred or whose owner(s), member(s) and/or principal(s) and certain employees are suspended or debarred. Respondent must certify that it and its owner(s), member(s) and/or principal(s) are not suspended or debarred under federal law and rule.

I, the undersigned agent for

("Respondent"), certify

that no suspension, debarment, proposed debarment, declaration of ineligibility or voluntary exclusion from participation is currently in effect, which would otherwise preclude Respondent or its owner(s), member(s) principal(s) or employees from receiving a federally funded contract under applicable federal statutes and regulations.

Signature of Authorized Representative

Date Signed



ATTACHMENT "K"

DEVIATIONS AND EXCEPTIONS.

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized representative of Respondent must sign this form in blue ink. On this form, identify and describe any deviations and exceptions to the terms, conditions, specifications, or other requirements of the IFB. If necessary, attach additional pages. IDEA Public Schools reserves the right to accept or reject any proposal based upon any deviation(s) or exception(s) identified hereon or any other modification of the IFB.

The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications and other requirements set forth in the IFB without deviation and exception.

The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications and other requirements set forth in the IFB except as follows:

(For additional deviations and exceptions, refer to additional pages attached herewith.)

I, the undersigned agent for ______ ("Respondent"), certify that Respondent will fully comply with the terms, conditions, specifications and other requirements set forth in the IFB except as identified and described on this form, including any additional pages attached hereto.

Signature of Authorized Representative

Date Signed



Invitation for Bid: 4-HVACPM-0523 Bid Posting: Thursday, March 23, 2023 Bid Due Date: Monday, May 1, 2023 @ 2:00PM CST Contact: solicitations@ideapublicschools.org

Additional Page to Attachment K.



ATTACHMENT "L"

PRODUCT DESCRIPTION, LOCATIONS, AND PRICING

Attachment L must be completed and submitted with bid response. Attachment "L" is available for download as a separate document on our website along with this bid document at https://ideapublicschools.org/our-story/finance-%20budget/

Heating, Ventilation, and Air Conditioning Bid Sheet

4-HVAC PM-0523: Florida Bid Sheet						
Region	Campus	Address	Bid Price Per Campus	Total Price (USD)		
Florida	Hope	5050 E 10th Ave. Tampa, Florida 33619	\$	\$		
Florida	Victory	11612 N Nebraska Ave. Tampa, Florida 33612	\$	\$		
Florida	Bassett	1845 Bassett Road Jacksonville, Florida 32208	\$	\$		
Florida	River Bluff	2354 University Blvd N Jacksonville, Florida 32211	\$	\$		
		Grand Total		\$ -		

This bid will be based on the price per Heating, Ventilation, and Air Conditioning Preventative Maintenance. <u>Vendor shall review the site prior to servicing to assess the work that is needed and identify the current state of</u> <u>HVAC systems. Bidders will submit the price per Heating</u>, Ventilation, and Air Conditioning Preventative <u>Maintenance</u>

Please attach the following in this bid package:

- 1. Certificate of Insurance
- 2. Requested narratives mentioned in Section 7: Scope of Work



ATTACHMENT "N"

TERMS & CONDITIONS FOR CONTRACTS PAID WITH FEDERAL FUNDS

Instruction to bidder: With respect to the use of federal funds for the procurement of goods and services, pursuant to § 200.326 of Title 2 to the Code of Federal Regulations ("2 CFR") and Appendix II to 2 CFR 200, the following contract provisions are hereby made a part of this IFB and the resulting contract between IDEA Public Schools ("School") and Bidder. A duly authorized representative must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.

- A. <u>Remedies for Contract Breach or Violations</u>. Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- B. <u>Termination for Cause and Convenience</u>. All contracts in excess of \$10,000 must address termination for cause and for convenience by the School, including the manner by which it will be affected and the basis for settlement.
- C. <u>Equal Employment Opportunity</u>. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by School must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. School must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. School must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The School must report all suspected or reported violations to the Federal awarding agency.
- E. <u>Contract Work Hours and Safety Standards Act</u>. Where applicable, all contracts awarded by School in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor



regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. <u>Rights to Inventions Made Under a Contract or Agreement</u>. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. <u>Clean Air Act and the Federal Water Pollution Control Act</u>. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. <u>Energy Efficiency Standards and Policies</u>. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- I. <u>Debarment and Suspension</u>. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- J. <u>Byrd Anti-Lobbying</u>. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
- K. <u>Procurement of Recovered Materials</u>. School and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of



recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I, the undersigned agent for the company named below, represent that the company agrees to the contract provisions set forth on this form.

Company Name:

Signature of Authorized Representative

Date Signed



ATTACHMENT "O"

CERTIFICATE OF INSURANCE

Maintenance/Repair (painting, plumbing,	Commercial General Liability	Each Occurrence: General Aggregate: Personal and Advertising Injury:	\$1,000,000 \$2,000,00 \$500,000	Additional Insured Endorsement
(painting, plumbing, HVAC, roofing, landscape, etc.) Service Providers (copier/fax service, computers, security, equipment vendors, etc.)	Automobile Liability Including: Owned Vehicles Non-Owned Vehicles Hired Vehicles (Required for vehicles driven on school property) 	Combined Single Limit:	\$1,000,000	
	Workers' Compensation* Employers' Liability	Limit: Each Occurrence:	State- Statutory \$500,000	Waiver of Subrogation Endorsement

Rev. December 8, 2022



END OF IDEA PUBLIC SCHOOLS IFB

PACKAGE FOR FACILITIES DEPARTMENT