



**IDEA Public Schools**

**Invitation for Bid**

**For**

**Heating, Ventilation, and Air  
Conditioning Preventative Maintenance**

**#4-HVAC PM-0523**



Invitation for Bid: 4-HVACPM-0523  
 Bid Posting: Thursday, March 23, 2023 @ 8:00AM CST  
 Bid Due Date: Monday, May 1, 2023 @ 2:00PM CST  
 Contact: [solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org)

**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 /or 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: IDEA Accounts Payable via email at; [payable@ideapublicschools.org](mailto:payable@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.



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## **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.

*Note: While IDEA's affiliates serve students in other states, this Request for Proposals and any subsequent contract is only for goods or services provided to IDEA's Texas based charter school and campuses.*

## **2. GENERAL INTENT**

Through this Invitation for Bids (IFB), IDEA is soliciting bids for the **Heating, Ventilation, and Air Conditioning Preventative Maintenance** for twelve (12) IDEA Texas campuses identified herein in **Attachment "L"**.

Each vendor shall furnish the information required in the bid package. The vendor shall **sign the IFB Bid Response Cover Page and all addenda(s) (if issued)**. The person signing the Bid Response Cover Page **must initial** 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**

IDEA expressly reserves the right to:

- a. 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.



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- 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 vendors

**4. SCHEDULE OF EVENTS**

Date Solicitation Opens:	<b>Thursday, March 23, 2023 @ 8:00 AM CST</b>
Pre-Bid Meeting Date and Time:	<b>Tuesday, April 4, 2023 @ 10:00 AM CST</b>
Deadline for Written Questions	<b>Wednesday, April 5, 2023 @ 3:00PM CST</b>
Deadline for Responses from IDEA Public Schools:	<b>Wednesday, April 12, 2023 @ 5:00 PM CST</b>
IFB Due Date and Time:	<b>Monday, May 1, 2023 @ 2:00 PM CST</b>

IFB packet will be available at **8:00 AM CST on Thursday, March 23, 2023**, at the **Headquarters Office located at 2115 W. Pike, Weslaco TX 78596** and on our website at the following link <https://ideapublicschools.org/our-story/finance-budget/>. 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 <https://bluejeans.com/felicia.black> or join via phone: +1 512-865-8097 (Conference ID: 131 953 600) on **Tuesday, April 4, 2023 @ 10:00 AM CST**. 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 [solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org). 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 <https://bluejeans.com/felicia.black> or join via phone: +1 512-865-8097 (CID: 131 953 600) on **Monday, May 1<sup>st</sup>, 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 the **Heating, Ventilation, and Air Conditioning Preventative Maintenance** as indicated in the bid items list located in **Attachment "L"**. 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.
- d. All pricing and any award under this IFB shall be available for all IDEA Public School campuses identified herein this IFB package.
- e. The selected respondent(s) will follow practices, processes, and protocols established by local, state, and federal agencies with respect to their field of service and goods.
- f. All bids will be screened for inclusion of all required information prior to release to the evaluation team. IDEA staff may exclude from further consideration for contract award any non-responsive bid or portion of a bid.



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## **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 **Attachment "K"** included in this IFB packet, one for each deviation. Any deviation to specifications must be listed and clearly defined.
- B. Description of items and price will be captured and listed on **Attachment "L"**. 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 twelve (12) IDEA Public School Texas campuses (see campus list in "Attachment L") in the El Paso, Tarrant County, Greater Houston Regions 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



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- 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. **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).





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- 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.



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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.**





# PREVENTIVE MAINTENANCE LOG

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

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 \_\_\_\_\_ Tech Signature \_\_\_\_\_



# PREVENTIVE MAINTENANCE LOG

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

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 terminal 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 the 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

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

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.	_____	_____
		_____	_____
		_____	_____



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

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

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

## Condensing Units

### 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 all electrical connections inside the compressors electrical box, all relays for worn points, and all contactors for worn/pitted contact points	_____	_____
<input type="checkbox"/> Tighten all electrical connections.	_____	_____
<input type="checkbox"/> Check for frayed wiring insulation, corroded terminals, and tightness of spade connections.	_____	_____
<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 (sight glass should be clear and full during normal operation).	_____	_____
<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.	_____	_____
<input type="checkbox"/> Wash condenser coil but only with a prior approval from the FM.	_____	_____



# PREVENTIVE MAINTENANCE LOG

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

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.	_____	_____



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### **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 Policy<sup>1</sup> and the terms and conditions set forth in this section and shall form a part of the contract documents and purchase order for goods and/or services included in this IFB:

1. Bids submitted are subject to provisions of the laws of the state of Texas including but not limited to Texas code Sec. 2155.001; purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.

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<sup>1</sup> [https://ideapublicschools.org/wp-content/uploads/2021/07/05.-Purchasing-Policy-Proposed-Amendment-July-2021\\_final.pdf](https://ideapublicschools.org/wp-content/uploads/2021/07/05.-Purchasing-Policy-Proposed-Amendment-July-2021_final.pdf)





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1. In accordance with 2 CFR § 200.320(b)(1)(ii)(D), a firm fixed price contract will be awarded to the lowest responsive and responsible bidder(s).
2. Warranty and all other pertinent documentation shall be included for each item(s)/equipment under this IFB.
3. All bids must include a detailed statement of exceptions taken to any part of the request. Any deviations from this procurement solicitation must be noted on the deviations and exceptions form. See Attachment "K". Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this IFB to be part of a contractual obligation may result in the Vendor's bid being disqualified. In the absence of any deviation(s) identified and described in accordance with above, Vendor must fully comply with the Terms and Conditions, Bid Specifications, and all other requirements associated with this bid solicitation. Every deviation from the bid items requested must have its own individual **Exception or Deviation template located in Attachment "K"**.
4. IDEA assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a bid or any amendments or addenda, participating in pre-bid conferences, interviews, participating in any negotiation sessions or discussions, or any other costs incurred by vendors prior to award of a Contract/Agreement pursuant to this IFB.
5. Deliveries under this Agreement shall be freight prepaid, Freight on Board (FOB) destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's bid unless otherwise clearly stated in writing in Vendor's bid. IDEA assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by IDEA of damage. Bid prices will include all freight and delivery charges.
6. Deliveries shall be made between 6:30 AM and 2:00 PM, at the designated IDEA campus, unless prior approval for after-hours delivery has been obtained from IDEA. Inspection will be done by IDEA staff at the time of delivery of item(s). Key drop deliveries are not allowed without the full approval of IDEA and such request must be identified in the Deviations and Exceptions Form **Attachment "K"**.
7. Vendor and/or sales agents acting on the Vendors behalf, shall give 72-hour prior notice to IDEA of any anticipated disruption of services or delivery of products.
8. All prices in Vendor's bid should remain firm for the Term of the Agreement. Any price changes shall be presented to IDEA, for acceptance or rejection by IDEA, in its sole discretion, using the same format as was accepted in Vendor's original bid; all price changes for goods and/or services provided under this Agreement, must be approved, in writing, by IDEA prior to taking effect. The following documentation shall be provided to support a request for price change: justification for change/increase using a known market index/market condition, terms and conditions, and/or manufacturers/distributors' impact (if any).
9. If a material change occurs to a contract entered between IDEA and Vendor, the contract will be cancelled and/or will not be renewed upon the conclusion of its term. Material change means a modification that substantially exceeds and/or alters the terms of the original contract between IDEA and Vendor, and/or the total contract value by more than 10%.
10. Invoices shall be directed to IDEA and submitted to IDEA Headquarters Business Office ([payable@ideapublicschools.org](mailto:payable@ideapublicschools.org)) net 30 days after delivery and inspection has been approved. Vendor shall submit invoices in a timely manner during IDEA's fiscal year in which the good(s) and/or service(s) are purchased, and:
  - a. Submit invoice(s), in duplicate, on each purchase order at the time or shortly after each delivery.
  - b. Invoices shall indicate the purchase order number.
  - c. All invoice(s) shall be itemized to include a description of each good(s) and/or service(s)



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- rendered.
- d. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
  - e. Quantity, unit, and price of each item must be shown. All prices should be extended on the invoice.
  - f. Total all extensions on the invoice.
  - g. A discount, if applicable, must be stated, extended and deducted to arrive at a Net Total for invoice.
  - h. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice.
  - i. Shipment date of merchandise must be shown.
  - j. Date of purchase order must be shown.
  - k. Payment shall not be due until the above instruments are submitted after delivery.
  - l. Vendors should keep IDEA advised of any changes to remittance addresses.
  - m. IDEA's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by IDEA.
  - n. Do not include Federal Excise, State or City Sales Tax. IDEA shall furnish exemption certificate, if required.
  - o. If a credit is due, the next/subsequent invoice must show the credit owed and applied.
  - p. If IDEA denies or rejects a product deemed unacceptable, IDEA staff will make a notation directly on the invoice, initial and date it, along with the initials of the delivery driver.
11. Vendor is required to provide IDEA with copies of certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to IDEA prior to the commencement of any work under this Agreement. All policies of insurance shall waive all rights of subrogation against IDEA and list IDEA as an additional name insured. The insurance company ensuring the vendor shall be licensed in the State of Texas and shall be acceptable to IDEA. Vendor shall give IDEA a minimum of thirty (30) days' notice prior to any modifications or cancellation of said Agreement to maintain coverage as specified below. Proof of insurance coverage must be submitted with the bid.
- a) Commercial General Liability:  
Statutory Limits
    - i) \$1,000,000 Each Occurrence
    - ii) \$2,000,000 General Aggregate
    - iii) \$500,000 Personal and Advertising Injury
  - b) Automobile Liability:
    - i) \$500,000 Each Occurrence
  - c) Worker's Compensation/Employers' Liability: \$500,000 Each Occurrence
12. IDEA may during the term of the award add additional campuses/delivery locations to be included as part of the agreement resulting from this IFB solicitation.
13. All goods and/or services provided by the Vendor under this Agreement must be warranted to be free from defects in material, and workmanship, and free from such defects in design for a period of one (1) year upon the later of IDEA's acceptance of the product and/or service or payment of the applicable invoice. If the Vendor's/manufacture's warranty is less than the required period, the Vendor shall warrant the goods and/or services to the full extent as provided by the Vendor/manufacture. IDEA will endeavor to give the contractor written notice of the breach of warranty within thirty (30) days of the discovery of the breach of warranty, but failure to give timely notice shall not impair IDEA's rights under this section. Vendor warrants



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that any services rendered by the Vendor in relation to the warranty of items will be fully and timely performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, and regulations. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by IDEA. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of the product, which does not meet the specifications within this Agreement, the procurement solicitation, or Purchase Order.

14. IDEA reserves the right to accept or reject any or all bids received or to cancel or extend in part or its entirety this Invitation of Bids or make multiple or partial awards.
15. Award of purchase agreement or contract shall be made only to the lowest responsive and responsible respondent(s), i.e., a respondent who offered the lowest price and has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of this IFB.
16. When submitting bids, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this IFB.
17. Bids may be withdrawn only by delivery of a written request to IDEA – Director of Procurement prior to the specified deadline time/date stated in the IFB. The authorized signatory must sign such requests.
18. Bids received will become a part of IDEA's official files without further obligation to the respondents.
19. The contents of a successful Bid may become a contractual obligation if selected. Failure of the Respondent to accept these obligations can result in the cancellation of an award or purchase agreement. IDEA reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's ability to meet the terms and conditions of this IFB or if adequate funding is not received.
20. A bid submitted in response to this IFB does not commit IDEA to award a purchase agreement or a contract. IDEA does not commit to reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by IDEA.
21. IDEA reserves the right to contact any individual, agency, or employer listed in the IFB, to contact others who may have experience and/or knowledge of the respondent's goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all respondents.
22. No employee, officer, or member of IDEA shall participate in the selection, development of a response to this IFB, award, or administration of a contract supported by the IFB if a conflict of interest, real or apparent, is involved.
23. Respondents shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts. Violation of this provision may cause a respondent's response to be rejected.
24. Prior to the award of any purchase agreement or contract, a Respondent must sign a Certification Regarding Conflict of Interest stating adherence to IDEA's policy regarding free and open competition and conflicts of interest.
25. IDEA is exempt from federal excise tax, state, and local tax. Do not include tax in the cost figure. If it is determined that tax was included in the cost figures, it will not be included in the tabulation of any awards.



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26. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, the vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by IDEA's Board of Directors.
27. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by IDEA, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
28. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Contractor or between IDEA and the Contractor's employees. IDEA shall not be subject to any obligation or liabilities of the Contractor or the Contractor's employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employees shall be entitled to any of the benefits established for IDEA employees, nor be covered by IDEA's Workers' Compensation Program.
29. **APPLICABLE LAW:**  
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.
30. **FEDERAL CLAUSES (IF APPLICABLE):**  
**ANTI-KICKBACK CLAUSE.** THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUB-GUARANTEE SHALL BE PROHIBITED FROM INDUCING BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.
31. **CLEAN AIR ACT:**  
THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN WATER ACT, WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.
32. **ENERGY POLICY AND CONSERVATION ACT:**  
THE CONTRACTOR HEREBY RECOGNIZES THE 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 (P.L. 94-163)
33. **CLEAN WATER ACT:**  
THE CONTRACTOR HERBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.
34. **COMPLIANCE WITH CIVIL RIGHTS LAWS:**  
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, NATIONAL



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ORIGIN, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

35. LIMITATIONS AND NO WAIVER OF GOVERNMENTAL IMMUNITY: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TYPES OF CONTRACTS, INCLUDING, BUT NOT LIMITED TO, ANY TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. THE CONTRACTOR FURTHER ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS RFQ AND/OR IN ANY RESULTING CONTRACT WITH IDEA SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL, STATUTORY, OR SOVEREIGN IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.
36. INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IDEA PUBLIC SCHOOLS AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "IDEA INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. THE CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.
37. GRATUITIES: IDEA may, by written notice to the Contractor, cancel any agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of IDEA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by IDEA pursuant to this provision, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
38. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of IDEA. Any attempt assignment of delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
39. WAIVER: No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.





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40. **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
41. **INTERPRETATION OF EVIDENCE:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
42. **APPLICABLE LAW:** This contract shall be governed by the policies of IDEA's Board of Directors, laws of the State of Texas and the Uniform Commercial Code, without regard to the conflict of interest principles of the State of Texas. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. IDEA Board Policies can be accessed by contacting IDEA.
43. **ADVERTISING:** The Contractor shall not advertise or publish, without IDEA's prior consent, the fact that IDEA has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
44. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in the County of Hidalgo, Texas.
45. **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by IDEA's Board of Directors or otherwise not made available to IDEA.
46. **TERMINATION:** IDEA reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of IDEA, for convenience.
47. **SIGNATURE AUTHORITY:** By submitting the Response, the Contractor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under any contract that may result from the submission on this Response.
48. **DEBARMENT AND SUSPENSION:** Neither the Contractor nor any of its officers, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
49. **RECORD KEEPING.** The School, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representative must have access to any books, documents, papers, and records of the successful bidder that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.
50. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** The bidder acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the successful bidder and the School belongs to the School as work-for-hire and all rights are reserved by the School and/or the federal government in accordance with applicable federal law.



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**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

**12. HOW TO SUBMIT A BID**

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 bids submitted in response to this IFB. See cover sheet below:

**IDEA Public Schools**

A Bid Submitted in Response to

**IDEA Public Schools**

**Invitation for Bid #4-HVACPM-0523**

**Submitted by:**

---

**(Full Legal Name of Respondent)**

**On:**

---

**(Date of Bid Submission)**





Invitation for Bid: 4-HVACPM-0523  
Bid Posting: Thursday, March 23, 2023 @ 8:00AM CST  
Bid Due Date: Monday, May 1, 2023 @ 2:00PM CST  
Contact: [solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org)

**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: \_\_\_\_\_



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## **16. ATTACHMENTS**

The attachments listed below are required and should be included with the bid. **Attachment "F"** 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



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**ATTACHMENT "A"**

**CERTIFICATION OF RESPONDENT**

I, the undersigned, submit this 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 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):

\_\_\_\_\_



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## **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

\_\_\_\_\_  
Print Name and Title of Authorized Representative



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## **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 the first paragraph of this section the contractor and any subcontractor responsible therefore 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.



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- 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

\_\_\_\_\_  
Print Name and Title of Authorized Representative



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**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

\_\_\_\_\_  
 Print Name and Title of Authorized Representative





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**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 statute 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 statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

\_\_\_\_\_  
Name of Organization/Firm

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative



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## **ATTACHMENT "F"**

### **CONFLICT OF INTEREST QUESTIONNAIRE**

**Instruction to respondent:** The Conflict-of-Interest (COI) 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 bid.

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."



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<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b>            This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Date Received</p> </div>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>		
<p><b>7</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>		



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## **ATTACHMENT "G"**

### **EQUAL OPPORTUNITY AND NONDISCRIMINATION**

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, and 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.



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**(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.

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Name of Organization/Firm

---

Signature of Authorized Representative

---

Date

---

Print Name and Title of Authorized Representative



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**ATTACHMENT "H"**

**FELONY CONVICTION DISCLOSURE STATEMENT.**

**Instruction to respondent:** This form must be completed legibly, either handwritten or typed. A duly authorized 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



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**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 bid.

I, the undersigned agent for \_\_\_\_\_ (“Respondent”), certify:  
 that:

\_\_\_\_\_ (Initial) None of the employees of Respondent and any subcontractors are “covered employees” as defined on the instructions to this form. 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

\_\_\_\_\_ (Initial) Some or all of the employees of Respondent and any subcontractor are “covered employees.” If this box is initialed, I further certify that:

- (1) If Respondent receives information that a covered employee subsequently has a reported criminal history, Respondent will immediately remove the covered employee from contract duties and notify IDEA Public Schools (the “School”) in writing within three (3) business days;
- (2) Upon request, Respondent will provide the School with the name and any other requested information regarding covered employees so that the School may obtain criminal history record information on the covered employees;
- (3) If the School objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Respondent agrees to discontinue using that covered employee to provide services to the School; and
- (4) All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to the School 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.

\_\_\_\_\_  
 Signature of Authorized Representative

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

Entities that contract with IDEA Public Schools are required to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

Any contractor interested in participating in the School’s purchasing and contracting process must comply with the requirements of the Texas Department of Public Safety to conduct fingerprint checks on employees prior to being awarded a contract. Contractors who fail to follow the fingerprint process will not be allowed to compete for School contracts.





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**Definitions:**

*“Covered Employees”*: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. IDEA Public Schools (the “School”) retains the discretion to determine what constitutes direct contact with students.

*“Disqualifying Criminal History”*: Any conviction or other criminal information designated by the School, including one or more of the following offenses:

- (1) A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code, including:
  - (a) Crimes involving moral turpitude;
  - (b) Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
  - (c) Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance.
  - (d) Crimes involving school property or funds;
  - (e) Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
  - (f) Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
  - (g) Felonies involving driving while intoxicated.
- (2) A felony offense under Title 5, Penal Code.
- (3) An offense on conviction of which a defendant is required to register as a sex offender.
- (4) An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
- (5) Any other offense that the School believes might compromise the safety of students, staff, or property.





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**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: \_\_\_\_\_



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**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



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**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 bid 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:

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(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





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**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-budget/pcs/bids-rfps/>

**Heating, Ventilation, and Air Conditioning Bid Sheet**

**4-HVAC PM-0523: Texas Bid Sheet**

Region	Campus	Address	Total Price (USD)
El Paso	Edgemere	15101 Edgemere Blvd. El Paso, Texas 79938	\$
El Paso	Rio Vista	210 N. Rio Vista Dr Socorro TX 79927	\$
El Paso	Mesa Hills	405 Walleberg El Paso, Texas 79912	\$
El Paso	Horizon Vista	201 Horizon Crossing St. Horizon City, TX 79928	\$
El Paso	Mesquite Hills	11881 Dyer St., El Paso, Texas 79934	\$
TaCo	Achieve	1900 Thomas Road Haltom City, TX 76117	\$
TaCo	Rise	3000 S. Cherry Lane Fort Worth, TX 76116	\$
TaCo	Edgecliff	1640 Altamesa Blvd. Fort Worth, TX 76134	\$
TaCo	Southeast	2935 E Seminary Drive Fort Worth, Texas 76119	\$
Houston	Lake Houston	5627 S Lake Houston Parkway Houston, Texas 77049	\$
Houston	Hardy	1930 Little York Rd. Houston, TX 77093	\$
Houston	Spears	2010 Spears Rd. Houston, TX 77067	\$
<b>Grand Total</b>			<b>\$ -</b>

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

**Please attach the following in this bid package:**

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



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## **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. **Remedies for Contract Breach or Violations.** 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. **Termination for Cause and Convenience.** 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. **Equal Employment Opportunity.** 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. **Contract Work Hours and Safety Standards Act.** 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



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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. Rights to Inventions Made Under a Contract or Agreement. 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. Clean Air Act and the Federal Water Pollution Control Act. 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. Energy Efficiency Standards and Policies. 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. Debarment and Suspension. 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. Byrd Anti-Lobbying. 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. Procurement of Recovered Materials. 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



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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





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**ATTACHMENT "O"**

**CERTIFICATE OF INSURANCE**

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

Rev. December 8, 2022



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**END OF IDEA PUBLIC  
SCHOOLS IFB**

**PACKAGE FOR FACILITIES DEPARTMENT**