

**A+ Charter Schools, Inc.**



**REQUEST FOR  
PROPOSAL  
HVAC Replacement  
RFP #2019 - 101 HVAC**

# OFFER FORM

The term "bid" and the term "proposal" in this document have the same meaning.

The following bid is made for furnishing the materials/services for A+ Charter School, Inc.

The undersigned declares that the amount and nature of the services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The undersigned, in submitting this bid, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

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

## HVAC Replacement

Respectfully Submitted,

Federal ID Number: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME TITLE

\_\_\_\_\_  
COMPANY NAME CONTACT PERSON (Must have knowledge of Bid)

\_\_\_\_\_  
BILLING ADDRESS STREET CITY STATE ZIP

\_\_\_\_\_  
MAILING ADDRESS STREET CITY STATE ZIP

\_\_\_\_\_  
PHONE NUMBER FAX NUMBER E-MAIL ADDRESS

## NOTICE TO BIDDERS

Proposals shall be submitted in an envelope marked on the outside with the Offeror's name, address and "RFP #2019 – 101 HVAC.

Please submit 1 original and two copies of the proposal to:

A+ Charter Schools, Inc.  
Brian Francis, Deputy Superintendent  
8225 Bruton Rd.  
Dallas, TX 75217

**Proposals will be received at the above address until 2:00 PM, Thursday, July 25, 2019.**

### **HVAC REPLACEMENT REQUEST FOR PROPOSAL RFP #2019 – 101 HVAC**

A+ Charter School, Inc. will not be responsible for delivering mail from the post office, courier, or any other form of delivery. Proposals must be received in time to be time-stamped at the above location.

**Proposals received after 2:00 PM, July 25, 2019 will not be considered and will be returned unopened. Fax and emailed proposals will not be accepted.**

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

All questions regarding the meaning or interpretation of this RFP must be submitted in writing to Brian Francis, Deputy Superintendent, at [brian.francis@aplus-cs.org](mailto:brian.francis@aplus-cs.org). Oral explanations or instructions will not be binding. Any information given to a prospective Offeror will be furnished to all prospective Offerors as an amendment to the RFP if such information is necessary to Offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed Offerors. **ALL QUESTIONS ARE DUE BY 4:00 PM, Monday, July 22, 2019.** Any amendments will be issued as necessary.

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

**Brian Francis  
Deputy Superintendent**

**Publication Dates: Thursday, July 11, 2019  
Thursday, July 18, 2019**

**Closing Date: Thursday, July 25, 2019 at 2:00 pm**

## GENERAL CONDITIONS

### ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to the District's link below:

[APCS RFP Bid Proposal](#)

### ANNUAL CONTRACT FUNDING FOR SERVICES CONTRACT (IF APPLICABLE)

The District operates on a fiscal year that ends on August 31<sup>st</sup>. Because state law mandates that a district may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

### ASSIGNMENT OF PROPOSAL/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the District's Superintendent or Designee. Such consent shall not relieve the assignor of liability in event of default by their assignee.

### PROPOSAL CONSIDERATION / TABULATION

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

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

- Prior experience providing commercial HVAC systems;
- Prior experience performing related services for non-profit organizations;
- Prior experience performing Commercial HVAC services in Dallas County;
- Qualifications of staff to be assigned administration and management of the project;
- Offeror's understanding of work to be performed
- The bidder's past relationship with the school district;
- Project completion schedule; and
- The purchase price.

### BID SUBMISSION

Bids may be submitted in person or by mail.

- Submit bids via mail to Brian Francis, Deputy Superintendent. 8225 Bruton Rd. Dallas, Texas 75217
- To submit a bid via mail, all documents must be returned and an original signature provided on the offer form.
- Bids will not be accepted in either format without a signature.
- A+ Charter School, Inc. is not responsible for mail service.

### CANCELLATION OF BIDS

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

### CHANGES OR ALTERATIONS

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

## **COMPLETING INFORMATION**

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

## **CONTRACT CLAUSE**

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by A+ Charter School, Inc. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

## **DEFAULT**

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

## **INDEMNIFICATION**

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

## **INSURANCE**

Deductibles, of any type, are the responsibility of the vendor/contractor.

## **MISCELLANEOUS**

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

A+ Charter School, Inc. operates on a fiscal year that ends on August 31<sup>st</sup>. State law mandates that a district may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

## **OPTIONS**

At the discretion of A+ Charter Schools, Inc. this HVAC Provision, Installation & Repair Proposal may result in a contract for one year that can be extended for two additional one-year periods. The cost for the option periods will be agreed upon by A+ Charter Schools, Inc. and Offeror. It is anticipated that the cost for the optional years will be based upon services provided, experience of prior year, and number of hours required by the Contractor to achieve Agency goals.

## **PAYMENT TERMS & CONDITIONS**

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. District review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Superintendent, Deputy Superintendent or the Controller, or the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the A+ Charter School, Inc. to make payment on completed orders within thirty (30) days of receiving

invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. **Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid.** No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

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

### **PROVISIONAL CLAUSES**

A+ Charter School, Inc. will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

### **REJECTION OF BIDS**

A+ Charter School, Inc. reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said District.

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

A+ Charter School, Inc. reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

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

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

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

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

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

### **SALES TAX**

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

## **INSTRUCTIONS TO OFFERORS**

### **1.0 GENERAL**

The following instructions by the A+ Charter School, Inc. are intended to afford Offerors an equal opportunity to participate in the contract.

1.1 Before submitting an offer to this solicitation, Offerors must familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.

1.2 Any explanation desired by an Offeror regarding the meaning or interpretation of these instructions or any other RFP documents must be requested in writing to A+ Charter School, Inc., Deputy Superintendent Brian Francis, 8225 Bruton Rd., Dallas, Texas 75217 or to [brian.franicis@aplus-cs.org](mailto:brian.franicis@aplus-cs.org) with sufficient time allowed for a reply to reach all Offerors before the submission of their offers. Oral explanations or instructions will not be binding. Any information given to a prospective Offeror will be furnished to all prospective Offerors as an amendment to the RFP if such information is necessary to Offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed Offerors.

1.3 A functional area expert or a day-to-day contract administrator or manager for A+ Charter School, Inc. may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents will be made by the Deputy Superintendent. Modifications to contracts/agreements will be made by the Superintendent, the Deputy Superintendent or the Controller in accordance with the APCS Board's guidance, policies, and/or procedures. If a vendor acts on the guidance of a district employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement.

1.4 The terms Offeror, contractor, proposer, vendor, and/or bidder refer to the person/firm that submits the offer to this solicitation document. The terms A+ Charter School, Inc., owner, district, and/or government entity refer to A+ Charter School, Inc.

### **2.0 SPECIFICATIONS**

Offerors are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the Offeror's risk. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

### **3.0 INFORMATION REQUIRED**

Each Offeror must furnish the information required by the RFP documents. The Offeror must sign the Offer Form, the Felony Conviction Notification, and the Conflict of Interest Form and return them with the offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to A+ Charter School, Inc.

### **4.0 SUBMISSION OF PROPOSALS**

The Offeror should propose his/her lowest and best price. Sealed proposals must be submitted in an envelope marked on the outside with the Offeror's name and address and the RFP number/name. Proposals must be submitted in sufficient time to be received and date/time recorded on or before the published deadline date and time shown on the RFP.

4.1 All prices/fees must be entered on the proposal in ink or typewritten.

4.2 Proposed price should be firm (fixed). If the Offeror, however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or "trigger"

at which the increase would be effective.

4.3 A+ Charter School, Inc. is exempt from federal excise taxes, state and local sales and use taxes.

4.4 Failure to manually sign the offer will disqualify it.

## **5.0 DISCUSSIONS/NEGOTIATIONS**

Discussions/negotiations may be conducted with Offerors who are deemed to be within the final competitive range; however, A+ Charter School, Inc. reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by A+ Charter School, Inc.'s Deputy Superintendent of Operations and will include only those initial offers that the Deputy Superintendent of Operations determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

## **6.0 BEST AND FINAL OFFERS**

If discussions/negotiations are conducted, Offerors will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.

## **7.0 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by written notice received by A+ Charter School, Inc. prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by an Offeror or his/her authorized representative prior to the opening date/time provided the Offeror's identity is made known and he or she signs a receipt for the proposal.

# **SCOPE OF PROPOSAL**

## **1.0 GENERAL**

### **A. PURPOSE**

This Request for Proposal (RFP) is to solicit offers to obtain the services of a Texas State Licensed\_ supplier(s) to replace and service a 50-ton HVAC System at 445 S. Masters, Dallas, 75217. It is anticipated to result in a maintenance contract for 1 (one) year with 2 (two) additional optional years.

### **B. WHO MAY RESPOND**

Only Qualified Principals with the required certifications, licenses, and a minimum five (5) years of experience with Commercial HVAC Systems may respond to this RFP.

## **2.0 CONDITIONS OF AGREEMENT**

The conditions of agreement consist of the following and in the event of conflicting provisions, the order of importance is:

- Contract Specifications
- Responsibilities of Offerors
- Instructions to Offerors
- General Conditions
- Notice to Offerors
- Offer Forms

## **3.0 PROPOSAL SUBMITTAL**

A signed, submitted proposal constitutes an offer to perform the work and/or service(s) specified in the solicitation. Bid prices shall be firm 90 days from bid opening.



#### **4.0 SPECIFICATIONS**

The Offeror must note in writing any deviations from the specifications and must submit those changed specifications as alternates.

#### **5.0 EVALUATION**

A+ Charter School, Inc. will generally award contracts based upon the lowest, responsive, responsible offer, price and other factors considered. It is not the practice of the district to purchase on the basis of low price alone. Contracts may be awarded on a lump sum basis and the compensation paid by A+ Charter School, Inc. shall be based upon the actual services rendered. In determining the "lowest responsible" offer, A+ Charter School, Inc. may consider, in addition to price, other factors such as compliance with the RFP documents, service requirements, suitability of service, costs of maintenance and operations, training requirements, past performance of the vendor, other factors contributing to the overall costs, both direct and indirect, related to the service, and compliance with A+ Charter School, Inc.'s policies and goals.

5.1 The district may award a contract to the responsive, responsible Offeror with the lowest aggregate offer meeting specifications.

5.2 The district may award a contract to another Offeror as a secondary or backup source.

5.3 In the event identical proposals are submitted which are determined by A+ Charter School, Inc. to be the lowest responsible offers, usually only one offer will be selected as the successful vendor. If only one of the Offerors submitting identical proposals is a resident of the District, that Offeror shall be selected. If two or more such Offerors are residents of the District, one shall be selected by the casting of lots. In all other cases, one of the identical offers shall be selected by casting of lots.

#### **6.0 RESERVATION OF RIGHTS**

A+ Charter School, Inc. expressly reserves the right to:

6.1 Reject or cancel any or all proposals;

6.2 Waive any defect, irregularity or informality in any proposal or RFP procedure;

6.3 Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;

6.4 Reissue a RFP;

6.5 Consider and accept an alternate proposal as provided herein when most advantageous to A+ Charter School, Inc.;

6.6 A+ Charter School, Inc. has the right to cancel the contract with written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or

6.7 Procure any service by other means to meet time-sensitive requirements.

#### **7.0 ACCEPTANCE**

Acceptance of an Offeror's offer for service agreement will be by purchase order issued by APCS and/or a letter of acceptance. Subsequent purchase orders and/or change orders may be issued as appropriate. Unless the Offeror specifies otherwise in his/her proposal, APCS may award the contract for any item or group of items shown on the RFP.

#### **8.0 DELAYS AND DEFAULTS**

In the case of default, the district reserves the right to terminate the contract, to purchase equal services on the open market, suspend future business with the vendor, and other remedies available in law or in equity.

#### **9.0 INVOICES AND PAYMENTS**

Offeror will submit separate invoices and time sheets, in duplicate, on each security guard weekly. Invoices will indicate the purchase order number. Invoices must be itemized. Funds for completed invoices concerning this contract will be available within thirty (30) days of completion and acceptance by the district.

**10.0 TERMINATION**

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

**11.0 ASSIGNMENT-DELEGATION**

No right or interest in this contract shall be assigned or any obligation delegated by Offeror without the written permission of A+ Charter School, Inc.

**12.0 INTERPRETATION**

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

**13.0 APPLICABLE LAW**

This RFP, and its resulting contract, is governed first by the laws of the State of Texas, and venue for any disputes arising there under shall be in Dallas County, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFP.

**14.0 NOTIFICATION OF CRIMINAL RECORD**

The person or entity submitting an offer must give notice to the district, at the time of offer submission, 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 this conviction of a felony (this requirement does not apply to a publicly held corporation).

**15.0 INSURANCE REQUIREMENT**

Vendor agrees to maintain and require its subcontractors to maintain at all times the following coverage at no less than the limits indicated:

Worker’s Compensation Insurance	-	Statutory
Employers Liability	-	\$100,000
Automobile Liability (Including owned and Non-Owned autos)		
Bodily Injury	-	\$250,000 each person
	-	\$500,000 each occurrence
Property Damage	-	\$100,000 each occurrence
Commercial General Liability		
Combined Single Limits for Bodily Injury and Property Damage:		
Each occurrence for premises/operations:		
Broad form CGL liability coverage	-	\$1,000,000
Products / Operations aggregate	-	\$1,000,000
Advertising Injury	-	\$1,000,000
General Aggregate	-	\$2,000,000
Umbrella Liability	-	\$1,000,000 each occurrence
	-	\$1,000,000 annual aggregate
	-	\$ 25,000 self-insured retention

Vendor's coverage must be written on an Occurrence (not claims made) basis with companies acceptable to APCS, must stipulate that no take-out endorsements are included on the General Liability policy, and each policy providing coverage hereunder shall contain provisions that no cancellation or material reduction in coverage in the policy shall become effective except upon thirty (30) days prior written notice thereof to APCS. **APCS** shall be named as additional insured with respect to liability imposed upon it resulting from the performance of Work under this Agreement. There shall be no right of subrogation against APCS and this waiver of subrogation shall be endorsed upon the policies. Prior to the commencement of performance of the Work, Vendor shall furnish certificates, which shall identify APCS to APCS in duplicate, evidencing compliance with all requirements herein. The limits of such insurance shall in no way be construed as limiting Vendor's obligation to completely defend, indemnify and hold harmless APCS.

**16.0 INDEMNIFICATION AND HOLD HARMLESS**

Except as otherwise expressly provided, Offeror shall defend, indemnify, and hold APCS harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Offeror, its agents or employees in the performance of its obligations under this contract. This clause survives termination of this contract.

**17.0 DISCUSSIONS/NEGOTIATIONS**

Discussions/negotiations may be conducted with Offerors who are deemed to be within the competitive range; however, APCS reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by A+ Charter School, Inc.'s Deputy Superintendent of Operations and will include only those initial offers that the Deputy Superintendent of Operations determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

**RESPONSIBILITIES OF OFFERORS**

- 1.0 The responsibility for compliance with this solicitation and the subsequent contract lies with the Offeror.
- 2.0 Offerors are expected to provide prompt service that is due under this contract. Past performance of Offerors may be a factor in awarding future contracts.
- 3.0 Offerors are expected to deliver services(s) per specifications.
- 4.0 Proof of insurance is due into the school district within 10 days of notification of award according to item 15 in the Scope of Proposal.**

## SPECIFICATIONS

### A. Scope of HVAC Provision, Installation, and Repair Services

The purpose of this RFP is to obtain the services of a Texas Licensed supplier or suppliers to design, provide, install and repair the 50-ton HVAC System for A+ Secondary School. **HVAC** is defined as **Heating, Ventilation, and Air Conditioning**; and **APCS** is defined as **A+ Charter Schools** for the purpose of this RFP.

- 1) **Repairs** – please state your anticipated response times for Emergency and routine repair service requests.
- 2) **Maintenance** – it is the responsibility of the supplier to maintain and replace any failing equipment in a timely fashion.
- 3) **Account Management** – APCS requires that a project leader/account manager be assigned to their account. APCS and this individual will establish an acceptable schedule to review account status, performance issues, accounting issues, etc.
- 4) **Reports** – Offeror will provide APCS with a detailed, itemized scope of work, and cost of their proposed solution. The report will include Equipment Manufacturer, Model Number(s), options, and warranties.

### B. Development of Action Plan

Development of a plan of action that addresses the Specifications and includes:

- 1) A specific plan and procedure for resolution of issues detailing the line of communication, contacts, emergency / routine response timeframes, and recommended preventative maintenance schedules.
- 2) Provide a specific person for contact information and procedure for resolving Accounting issues.
- 3) Specifies number of personnel, their experience, and certifications (licenses) of staff employed to service the HVAC's under this A+ Charter Schools, Inc. Contract.

### C. Performance

APCS 50-ton HVAC System shall be maintained at the optimum level of functionality at all times. The performance for such shall be regularly monitored pursuant to all provisions of the RFP. Maintenance/replacement of Equipment shall be performed in a timely manner.

### D. Contract

THE OFFEROR'S PROPOSAL, WHEN PROPERLY ACCEPTED, AWARDED BY THE APCS, AND WITH THE APCS'S TERMS AND CONDITIONS SIGNED, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE CONTRACTOR AND THE AGENCY. A BILATERAL CONTRACT MAY BE ISSUED AS A MATTER OF FORM BUT THE TERMS AND SUBMITTALS THE CONTRACTOR AGREES TO IN THE SUBMISSION OF THIS BID SHALL TAKE PRECEDENCE. NO DIFFERENTIAL OR ADDITIONAL TERMS WILL BECOME PART OF THIS CONTRACT WITHOUT A WRITTEN MODIFICATION, TITLED "AMENDMENT", AGREED TO BY BOTH PARTIES.

### E. Change Orders

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specification stated in any resultant contract. Modifications to the scope of the contract shall be submitted in writing and approval for such a change made in writing by the Purchasing Agent. A request for change is subject to intensive review and a change order granted only if it is determined by the Agency to be caused by an omission or change originating from the Agency's actions or decisions. The Agency reserves the right to reject any or all requests for change if in the best interest of the Agency.

**F. Silence of Specifications**

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only “the best commercial/professional practices” are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**G. Delivery Schedule**

The required schedule for delivery of service is determined by the availability of necessary equipment.

**H. Price**

The Offeror's proposed price should be marked “COST PROPOSAL” and included in the bid packet. Include information indicating how the price was determined. We are seeking a "all inclusive" and “not to exceed” price. For example, the Offeror should indicate the estimated number of hours by staff level, hourly rates, equipment costs, and total cost by staff level and any other out-of-pocket or miscellaneous expenses.

**HVAC Unit – Detail Specifications**

Item	Qty	Model Number	Description	Warranty
1.				
2.				
3.				

**I. Payment**

1. Payment shall be made upon receipt and acceptance by A+ Charter Schools of **all** services completed and the receipt of a valid and signed invoice. Contractor is required to pay any Subcontractors within ten (10) days of receipt of payment from A+ Charter Schools.
2. A+ Charter Schools, Inc. reserves the right to challenge and/or reject an invoice or request for payment if the documentation of services provided (proof of delivery of service) is not satisfactory to determining proof of service. A+ Charter Schools, Inc.'s authorized representative will notify the Offeror of such challenge and/or rejection giving the reason(s). The right to reject an invoice shall extend throughout the term of this contract and for ninety (90) days after the Offeror submits the final invoice for payment. Normal TERMS FOR PAYMENT AND DELIVERY-net 30.

**J. Work Papers**

1. The Offeror will provide a copy of all work papers and other documentation pertaining to the work performed and equipment provided as support for any invoice. The work papers must be concise, complete, and provide the basis for costs as well as an analysis of needs, problems, etc.
2. The work papers and all other documentation shall remain the property of A+ Charter Schools and shall be available and provided with 24 hours’ notice for examination by authorized representatives of the relative federal or state audit agency, and A+ Charter Schools, Inc.

**K. Confidentiality**

The Offeror agrees to keep the information related to all aspects of A+ Charter Schools in strict confidence. Other than the reports submitted to A+ Charter Schools, Inc., the Offeror agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Offeror's possession, to those employees on the Offeror's staff who must have the information on a "need-to-know" basis. The Offeror agrees to immediately notify, in writing, A+ Charter Schools, Inc.'s authorized representative in the event the Offeror determines or has reason to suspect a breach of this requirement.

**L. Professional Standards**

Offeror's personnel assigned to APCS, while on the A+ Secondary campus, shall conduct themselves in accordance with the policies and standards of conduct APCS staff operates. At all times conduct shall be professional and exhibiting the "best practices" of the industry.

## STATEMENT OF QUALIFICATIONS

DATE SUBMITTED \_\_\_\_\_

All questions must be answered and the data given must be clear and comprehensive. ***This statement must be notarized.*** If necessary, questions may be answered on separate attached sheets. The Firm may submit any additional information that is pertinent.

1. Name of Firm - \_\_\_\_\_
  
2. Permanent main office address - \_\_\_\_\_
  
3. If a corporation, where incorporated - \_\_\_\_\_
  
4. How many years have you been engaged in the HVAC maintenance business? Under what firm or trade names and how long under each?  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Contracts on hand (show gross dollar amount of each contract and the anticipated date of completion):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
6. Are you licensed as Contractor in the State of Texas?  
Yes\_\_\_No\_\_\_If "Yes", please provides Contractor numbers?  
\_\_\_\_\_
  
7. General character of work performed by your firm - \_\_\_\_\_
  
8. Has your firm ever failed to complete any work awarded to you?  
Yes\_\_\_No\_\_\_If "Yes", where and why?  
\_\_\_\_\_  
\_\_\_\_\_
  
9. Has your firm ever defaulted on a contract?  
Yes\_\_\_No\_\_\_If "Yes", where and why?  
\_\_\_\_\_  
\_\_\_\_\_

10. List 3 projects of similar size and scope:

	Firm Name	Contract Value	Contact Information & Email
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

11. Are any lawsuits or Claims pending against you or your firm at this time?

Yes \_\_\_ No \_\_\_ If "Yes", PROVIDE DETAILS.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Have any charges been filed against you or your firm or the bidding entity with the Texas Office of Contract Compliance, the Equal Opportunity Commission, the State of Texas Civil Rights Commission, or any other similarly constituted entity charges by any state or local government with the enforcement of anti-discrimination legislation or regulations?

Yes \_\_\_ No \_\_\_ If "Yes", PROVIDE DETAILS.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Associations in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED AT \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_



## References

Please provide information from three (3) references

1. Agency/Company:

Contact Name:

Contact Phone:

Project description

Project start and end dates

2. Agency/Company:

Contact Name:

Contact Phone:

Project description

Project start and end dates

3. Agency/Company:

Contact Name:

Contact Phone:

Project description

Project start and end dates

# SUBCONTRACTORS

## **LIST OF SUBCONTRACTORS (Required with Bid Submittal)**

Please list all subcontractors to be used and work that they will perform as part of this bid. Bidder certifies that all Subcontractors listed are eligible and legally able to perform the Work.

Subcontractor's Name

Subcontractor's Type of Work


If no Subcontractors are listed, it will be understood that no Subcontractors are to be utilized in executing the contract.

The Contractor whose Bid is accepted shall not substitute for a Subcontractor who is named herein, without written approval from A+ Charter Schools.

# PERFORMANCE BOND

## PERFORMANCE BOND (Sample/draft)

\_\_\_\_\_, as principal, hereinafter call the CONTRACTOR, and \_\_\_\_\_, as surety, with general offices in \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Texas, are hereby bound unto A+ Charter Schools, as Obligee, in the sum of 100% of the Contract in United States currency, for the payment of which sum the CONTRACTOR and surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. **WHEREAS**, the CONTRACTOR has entered into a written contract with A+ Charter Schools, Inc. dated \_\_\_\_\_, 2019 for the replacement of the York Equipment with plans and specifications referenced in the Contract associated with the bid documents.

**NOW THEREFORE**, the conditions of this performance bond are such that, if the CONTRACTOR shall satisfactory perform the Contract for one (1) year, then this bond shall be null and void; otherwise, the surety shall pay the full amount of this performance bond.

In addition, if the CONTRACTOR or his subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such CONTRACTOR or his subcontractor is performance of the Contract or shall fail to duly pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work, then the surety shall pay the same in an amount not exceeding the sum specified in the bond together with interest at a rate of eight percent per annum.

**THE UNDERSIGNED SURETY** for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract to be performed there under or of the specifications of the contract documents shall in any way affect its obligations on this bond and the surety does hereby waive notice of any such extension of time, change, addition, or modifications.

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2016

BY: \_\_\_\_\_

(Contractor)

ATTEST:

BY: \_\_\_\_\_ By: \_\_\_\_\_

(President)

(Surety Company)

By: \_\_\_\_\_ By: \_\_\_\_\_

(Secretary)

(Attorney-in-Fact)

I, \_\_\_\_\_, certify that this quote is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a quote for the same materials, supplies or equipment and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
PHONE

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

### CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Business Office of the A+ Charter School, Inc. not less than the 7<sup>th</sup> 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, **A+ Charter Schools, Inc. 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."

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

Yes  No

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

4

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

\_\_\_\_\_  
Date

## FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

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

**VENDOR'S NAME:** \_\_\_\_\_

**AUTHORIZED OFFICIAL'S NAME (PRINTED):** \_\_\_\_\_

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

**Signature of Company Official:** \_\_\_\_\_

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

**Signature of Company Official:** \_\_\_\_\_

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

**Signature of Company Official:** \_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK.**

**END OF DOCUMENT.**