

IDEA PUBLIC SCHOOLS



JOB ORDER CONTRACTING REQUEST FOR PROPOSAL #1-JOC-FCLTY-2022 Construction Services

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Bid Information

Bid Owner Michael Menchaca, Assistant Director of Procurement
Email michael.menchaca@ideapublicschools.org
Phone 915-227-0257
Bid Number #1-JOC-FCLTY-2022 Construction Services
Title Job Order Contract Construction Services
Bid Type JOC
Bid Packages Available Via email. Please request packet to: michael.menchaca@ideapublicschools.org
Bid Questions to: michael.menchaca@ideapublicschools.org
Telephone 915-227-0257

Issue Date March 11, 2022
Pre-Proposal Meeting March 23, 2022 at 11:00 am CST, via web @ <http://bluejeans.com/290930480>
Phone Dial-in
[+1.408.419.1715](tel:+14084191715) (United States (San Jose))
[+1.408.915.6290](tel:+14089156290) (United States (San Jose))
Meeting ID: 819 891 630

Vendor Questions Due March 24, 2022 at 1:00 pm CST
Addendum Issue Date March 25, 2022
Proposal Due Date April 1, 2022, no later than 5:00 pm CST via [Tyler Munis Self Service](#)
or by mail to the IDEA Public Schools Headquarters:

IDEA Public Schools
Attn. Purchasing Department
#1-JOC-FCLTY-2022 Construction Services
2115 West Pike Blvd
Weslaco, TX 78596
(956) 377-8000

Evaluation Period April 11-April 15, 2022
Board Meeting April 22, 2022

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

By Submitting your response, you certify that you are authorized to represent and bind your company.

Signature _____ Date _____

Bid Notes

Any questions or inquiries to this solicitation shall be made no later than March 23, 2022. Please see “bid attachments” to see terms and conditions pertaining to this proposal. Additionally, please review “Line Items”, “attributes” and “response attachments” to view information pertaining to this proposal. IDEA Public Schools (“IDEA” or the “School”) is requesting proposals from interested and qualified vendors to be provided in accordance with the terms, conditions and specifications established within this solicitation. Interested vendors shall fill out and submit proposal, via [Tyler Munis Self Service](#), or by mail to the IDEA Public Schools Headquarters by the deadline. IDEA Public Schools will select the proposal(s) that provide(s) the best value to IDEA Public Schools in accordance with the awarding criteria contained in this solicitation. If further information is needed, please contact the Michael Menchaca, Assistant Director of Procurement, at michael.menchaca@ideapublicschools.org for further assistance. The term of this proposal is through May 31, 2023.

Bid Attachments

#1-JOC-FCLTY-2022 Construction Services	IDEA Public Schools Bid Information Terms Conditions
#1-JOC-FCLTY-2022 Construction Services	Special Terms & Conditions JOC CSP
#1-JOC-FCLTY-2022 Construction Services	Construction Services JOC Vendor Questionnaire
#1-JOC-FCLTY-2022 Construction Services	Awarding Factors Chart

Bid Attachments Requested

Number	Required	Specified Attachment
1	YES	Vendor Questionnaire: Vendor Questionnaire responses shall be submitted with the proposal in accordance with Special Terms & Conditions
2	YES	Certificate of Insurance (ACORD 25): A certificate of insurance (ACCORD 25) shall be submitted with the proposal in accordance with Special Terms & Conditions
3	YES	Form 1295 – Texas Ethics Commission: Instructions are available on the Texas Ethics Commission Website using this address: https://www.ethics.state.tx.us/filinginfo/1295/
4	YES	CIQ Form – If Applicable – CIQ Form is available on the Texas Ethics Commission website: https://www.ethics.state.tx.us/forms/conflict/

Bid Attributes

No	Name	Note	Response	Required/ Optional
1	Terms & Conditions	I certify that I have read, understand, and agree to the terms and conditions associated with this bid/ proposal. See terms and conditions attachment on this bid. Please note any deviations.		Required
2	Awarding Factors	I certify and understand that I have read and understand the awarding factors associated with this proposal.		Required
3	Deviations	Does your bid proposal include any deviations from the attached terms, conditions and specifications?		Required
4	Deviations Noted	If your firm intends to deviate from the terms and conditions listed in the attached documents, all such deviations must be listed here, with complete and detailed conditions and information included. IDEA Public Schools reserves the right to accept or reject any deviations proposed. If non you may enter N/A		Required
5	Vendor Reference Number	If your firm requires a reference number when placing orders, please indicate in the space provided.		Optional
6	Vendor's Website Link	Please provide your firm's catalog link		Optional
7	Name of Contact for Orders	Name of Contact for Orders		Required
8	Title for Contact for Orders	Title of contact for Orders		Required
9	e-mail of Contact for Orders	e-mail of contact for orders		Required
10	Phone for Checking Orders	Phone Number for Checking Orders		Required
11	Fax for Orders	Fax Number for Orders		Optional
12	Reference #1	Please provide reference information as follows: school district name, contact name, position, address, city, state, zip, telephone number and email address		Required
13	Reference #2	Please provide reference information as follows: school district name, contact name, position, address, city, state, zip, telephone number and email address		Required
14	Reference # 3	Please provide reference information as follows: school district name, contact name, position, address, city, state, zip, telephone number and email address		Required

No	Name	Note	Response	Required/ Optional
15	Special Classification Supplier	Does your firm have a special certification? (i.e. Minority Business Enterprise, Small Business Enterprise, Woman Owned HUB) If so, please attach a copy of your certificate to the proposal.		Required
16	Vendor Preference Certification	Is your principal place of business in Texas?		Required
17	Vendor Preference Certification	If you answered "no" to the previous question, in which state is your principal place of business? For additional information regarding this question, see Article 601(g) of the Texas Civil Statutes		Optional

18	Felony Conviction Notification	<p>Section 44.034, Texas Education Code, 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.”</p> <p>Bidder shall review §22.08341, Texas Education Code and 19 Texas Administrative Code §§153.1101 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute. Except as otherwise provided herein, Contractor will work with IDEA Public Schools to ensure that before work begins, and at least annually, that criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, has been obtained if the person has or will have continuing duties related to the contracted services, and the opportunity for direct contact with students in connection with the person’s continuing duties. Contractor</p>		Required
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		<p>shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from IDEA Public Schools property or other location where students are regularly present. IDEA Public Schools shall determine what constitutes “moral turpitude” or “a location where students are regularly present.” Contractor or sub-contractors may not work on IDEA Public Schools property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses: 1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school; 2. Any sex offense; 3. Any crimes against persons involving: a. Controlled substances; or b. Property; or 4. Any other offense IDEA Public Schools believes might compromise the safety of students, employees or property.</p> <p>Valid Responses: N/A, if publicly traded company, Owner/Operator HAS or HAS NOT been convicted of a Felony.</p>		
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No	Name	Note	Response	Required/Optional
19	Felony Conviction	If the owner/operator has ever been convicted of a felony, please enter the details of the conviction, date of conviction, dates and place of incarceration and probation/parole status.		Optional
20	Conflict of Interest Form	I certify that I am in compliance with this requirement: Disclose of certain relationships with local government officials. Any individual or business doing business with IDEA Public Schools must file a Vendor Conflict of Interest Questionnaire (Form CIQ) with the IDEA Public School's Accounting Operations Department in accordance with Texas Local Government Code Chapter 176, no later than the 7 th business day after the recipient becomes aware of the facts for filing. This requirement applies to a person who is an agent of a vendor in the vendor's business with IDEA Public Schools. The CIQ Form is posted at the Texas Ethics Commission's website: www.ethics.state.tx.us/forms/conflict/ Please submit form as part of this proposal.		Required
21	Filing of Form CIQ	If a disclosure form is required as per CIQ regulations, have you filed a CIQ form as required? Valid Responses: YES, NO, NOT APPLICABLE		Required
22	Form 1295 Texas Ethics Commission (This form must be submitted with vendor's bid)	In 2015, the Texas Legislature adopted House Bill 1295 , which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted rules (Chapter 46) to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295 . Filing Process: The commission has available on its website a filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.		Required

		The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the governing body or state agency receives the Form 1295. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information on regarding how to use the filing application is available on the Texas Ethics Commission website using this link: https://www.ethics.state.tx.us/filing/1295/ I hereby certify that I understand this requirement and am compliant by providing Form 1295 to IDEA Public Schools as requested. TEC Form 1295 must be submitted with the vendor's proposal.		
23	Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered	This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. Please read instructions. (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.		Required
24	Certification Regarding Texas Family Code	As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit: I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this provision, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.		Required

25	Record Retention Requirements	I certify to be compliant with record retention certification regulations including 2FR §200.333.		Required
26	Disclosure of Kinship	Is bidder an employee of IDEA Public Schools, has any relatives serving in the IDEA Public Schools Board of Directors or has any immediate family members employed by IDEA Public Schools? Valid Response: YES or NO		Required
27	If "YES" to disclosure of kinship – IDEA Public Schools Detail	If bidder is an employee of IDEA Public Schools, please provide: name of employee, position and campus/department employed.		Required
28	If "YES" to disclosure of Kinship – Immediate Family Members Employed by IDEA Public Schools	If bidder has immediate family employed by IDEA Public Schools: Please provide: name of business owner/employee, name of IDEA Public Schools employee, position of IDEA Public Schools employee, campus/department and relationship.		Required
29	If "YES" to Disclosure of Kinship relatives serving on the IDEA Public Schools Board of Directors	If the bidder has relatives serving on the IDEA Public Schools Board of Directors, please provide name of business owner/employee, name of IDEA Public Schools Board Director(s) and relationship.		Required
30	Disclosure of Employment	Does bidder employ any IDEA Public Schools employee(s)? Valid Response: YES or NO		Required
31	If "YES" to disclosure of Employment	If bidder employs IDEA Public Schools Employee(S), Please provide name of employee, position and campus/department employed.		Required
32	Non-Collusive Bidding Certificate	By submission of this bid or proposal, the bidder certifies that: (1) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor; (2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor, or potential competitor; (3) No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (4) The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.		Required

Line	Qty	UOM	Description	Unit Price
1	1	EA	<p>Coefficient RS Means Book 2022 – Regular Hours</p> <p>Coefficient RS Means Book 2022 – Regular Hours Coefficient Regular Hours includes the coefficient which the vendor is willing to work regular hours (7 a.m. to 6 p.m., Monday thru Friday). The coefficient must be rounded to the nearest second decimal place (e.g. .793 would be rounded up to 0.79). Contractors bidding the IDIQ are required to submit a coefficient or multiplier for the RS Means book 2022. If discounts or quantity discounts are offered by the contractor, the contractor must specify such. After award, the contractor and IDEA Public Schools will utilize the multiplier to determine the price of a unit of work. The RS Means rates listed in the IDEA Public Schools or Task Order will be multiplied by the coefficient to arrive at the actual price for a unit of work.</p>	

Line	Qty	UOM	Description	Unit Price
1	1	EA	<p>Coefficient RS Means Book 2022 – Premium Hours</p> <p>Coefficient RS Means Book 2022 – Premium Coefficient Regular Hours includes the coefficient for those hours not included in regular hours. The coefficient must be rounded to the nearest second decimal place (e.g. .793 would be rounded up to 0.79) Contractors bidding the IDIQ are required to submit a coefficient or multiplier for the RS Means book 2022. If discounts or quantity discounts are offered by the contractor, the contractor must specify such. After award, the contractor and IDEA Public Schools will utilize the multiplier to determine the price of a unit of work. The RS Means rates listed in the IDEA Public Schools or Task Order will be multiplied by the coefficient to arrive at the actual price for a unit of work.</p>	

Print Name _____

Signature _____

Date _____

Notice of Intent: It is the intent of IDEA Public Schools (hereinafter "IDEA," "District," or the "School") to award one or more contract(s) as a result of this Job Order Contract/Indefinite Delivery Indefinite Quantity (JOC/IDIQ) Competitive Sealed Proposal (CSP) for use by the District. The purpose of this solicitation is to establish information and to secure sources for maintenance, repair, alteration, renovation, remediation, or minor construction of District facilities, as the work will be of a recurring nature but the delivery times, type and quantities of work required are indefinite. The District may deem it necessary to award to different firms should it suit the needs of the District.

STANDARD TERMS & CONDITIONS Construction Services Job Order Contract Competitive Sealed Proposal#1-JOC-FCLTY-2022 Construction Services

1. **RFCSP SUBMISSION:** Proposal must be submitted utilizing this document only and must reach IDEA Public Schools Business Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
2. **Public Record:** All Proposals become the property of IDEA. As a governmental entity, the Texas Public Information Act applies to this solicitation. Accepted proposals and any subsequent award will generally be a public record. Proprietary material must be clearly marked as such.
3. **INTERNET DOWNLOADS:** Vendors who have not obtained this solicitation document directly from the District, or who may have downloaded the document from the District website, shall be responsible for immediately notifying the District of their interest in order to receive all written addenda on a timely basis. Vendors who do not so notify the District and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this Request for Proposal solicitation.
4. **REJECTION/AWARD:** IDEA Public Schools reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to IDEA Public Schools and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.
5. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
6. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however vendor may be removed from approved vendor list.
7. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the District will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
8. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, 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 Public Schools' Board of Directors.

9. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between IDEA Public Schools and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligation or liabilities if the Contractor or his 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 school employees, nor be covered by IDEA Public Schools' Workers' Compensation Program.
10. **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 VENDOR FURTHER ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN THIS SOLICITATION AND/OR IN ANY RESULTING CONTRACT WITH IDEA SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL, STATUTORY OR SOVERIGN IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.
11. **INDEMNIFICATION:** CONTRACTOR WILL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE SCHOOL AND ITS BOARD OF DIRECTORS, OFFICERS, AND REPRESENTATIVES (COLLECTIVELY THE "SCHOOL 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 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 CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR, OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY SCHOOL INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.
12. **GRATUITIES:** IDEA Public Schools may, by written notice to the Contractor, cancel any agreement without liability to IDEA Public Schools if it is determined by IDEA Public Schools 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 the IDEA Public Schools 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 the District pursuant to this provision, IDEA Public Schools 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.

- 13. Criminal Background Check:** All Vendors who have a contract for services with continuing duties related to the contract and have direct contact with students must coordinate and cooperate with IDEA to ensure that an appropriate criminal history record information review as required by Texas Education Code § 22.0834 is conducted for Vendor and any of Vendor's personnel who will have continuing duties related to this Agreement and will have direct contact with students. The cost of the review shall be paid by Vendor. Covered employees with disqualifying criminal histories are prohibited from providing services to IDEA. Vendor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. Vendor shall certify to IDEA that all employees assigned to work under a contract have successfully passed a criminal background check, prior to assignment. Any person or persons not acceptable to IDEA shall be prohibited from working on the contract.
- 14. 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 the District. Any attempt assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 15. 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.
- 16. MODIFICATIONS:** Any resulting contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
- 17. 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.
- 18. APPLICABLE LAW:** This contract shall be governed by the policies of the IDEA Public Schools Board of Directors, laws of the State of Texas and the Uniform Commercial Code. 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 Public Schools Board Policies can be accessed by contacting IDEA Public Schools.
- 19. ADVERTISING:** Contractor shall not advertise or publish, without IDEA Public Schools' prior consent, the fact that IDEA Public Schools 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.
- 20. LEGAL VENUE:** Both parties agree that venue for any litigation arising from any resulting contract shall lie in county where the project is located.

- 21. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by the vendor for the purpose of providing services, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the vendor as such.
- 22. WARRANTY-PRICE:** Each vendor warrants that the prices contained in its proposal shall not be higher than the bidder's current prices on orders by others for services and/or products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event the vendor breaches this warranty, the prices shall be reduced to the vendor's current prices on orders by others, or in the alternative, the District may cancel any contract resulting from this RFP without liability to the District for breach and at the vendor's actual expense. The vendor warrants that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel the contract between the successful bidder and the District without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 23. WARRANTY-SAFETY:** Vendor warrants that products sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the successful bidder's expense. In the event the successful bidder fails to make the appropriate correction within reasonable time, correction made by the District will be at the successful bidder's expense. Additionally, no asbestos in any form may be used in the manufacture or processing of any product purchased by the District. If any product called for by name in this specification should contain any asbestos material, the successful bidder must notify the District Purchasing Office immediately for the name of a suitable substitute asbestos-free product.
- 24. WARRANTY-INFRINGEMENT:** As part of this RFP, the vendor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this RFP will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the District be liable to the successful bidder for indemnification in the event that the successful bidder is sued on the grounds of infringement or the like. If the vendor is of the opinion that an infringement or the like will result, he/she will notify the District to this effect in writing within two weeks after the submission of this proposal or bid. If the District does not receive notice and is subsequently held liable for the infringement or the like, the successful bidder will hold the District harmless (if the successful bidder in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, any contract between the successful bidder and the District shall be null and void except that the District will pay the successful bidder the reasonable cost of his/her search as to infringements).
- 25. RIGHT OF INSPECTION:** The District shall have the right to inspect any goods before accepting them.
- 26. 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 the IDEA Public Schools' Board of Directors or otherwise not made available

to IDEA Public Schools.

27. **RIGHT TO ADDITIONAL COMPETITION:** The District occasionally solicits qualifications or bids for services, and expressly reserves the right to enter into one or more service agreements for any goods or services described in this RFP if deemed in the best interest of the District.
28. **TERMINATION:** IDEA Public Schools reserves the right to terminate this Agreement or any part of the undelivered portion of any order resulting from this 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 Public Schools, for convenience.
29. **Equal Opportunity:** Vendor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
30. **RECORD KEEPING:** The District, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives 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.
31. **DEBARMENT AND SUSPENSION:** Neither the vendor 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.
32. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** The vendor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the successful bidder and the District belongs to the District as work-for-hire and all rights are reserved by the District and/or the federal government in accordance with applicable federal law.
33. **INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT:** Pursuant to Texas Family Code § 231.006(d), regarding child support, the vendor certifies that the vendor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful bidder and the District may be terminated and payment may be withheld if this certification is inaccurate.
34. **Standing:** Vendor must be registered to conduct business in Texas and in good standing with the Texas Secretary of State and Texas Comptroller of Public Accounts.
35. **Signature Authority:** By submitting the Response, the Vendor 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 Vendor and to bind the Vendor under any contract that may result from the submission on this Response.

Contract Provisions for Contracts Involving Federal Funds

EDGAR (Education Department General Administrative Guidelines) Certifications and Representations

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require IDEA include the following contract provisions in this solicitation and resulting contract.

1. 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.
2. 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.
3. 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.”
4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the 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. The 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 is conditioned upon the acceptance of the wage determination. The 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.
5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the School in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek 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 workweek. 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.

6. *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.
7. *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).
8. *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).
9. *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.
10. *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.
11. *Procurement of Recovered Materials.* The School and their contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**SPECIAL TERMS & CONDITIONS Construction Services Job Order Contract Competitive Sealed Proposal
#1-JOC-FCLTY-2022 Construction Services**

1. Proposal Protocol: Proposals will be available beginning March 11, 2022. Proposal packages may be obtained electronically with request emailed to: michael.menchaca@ideapublicschools.org.
2. Proposals should be delivered electronically to [Tyler Munis Self Service](#) or by mail to the IDEA Public Schools Headquarters no later than 5:00PM, CT, on April 1, 2022. No proposals shall be accepted after this deadline.

IDEA Public Schools
Attn. Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596
(956) 377-8000

3. Proposal Evaluation: Within 45 days after the closing date of this solicitation, the District shall evaluate and rank each proposal submitted in relation to the published selection criteria. The District shall select the offeror(s) that offer the best value to the district based on the published selection criteria and on its ranking evaluation. In determining best value for the District, the District is not restricted to considering price alone, but may consider any other factor stated in the selection criteria. IDEA Public Schools reserves the right to accept or reject any or all proposals, and to accept the proposal(s) most advantageous to the District as determined by the District.

4. **Pre-Proposal Conference:** A Pre-Proposal Conference will be held on March 23, 2022, at 11:00 am CST via conference call at <http://bluejeans.com/290930480>, to provide a general overview of this solicitation.

5. Proposal Inquiries: Should any questions arise, please submit inquiries via e-mail to: michael.menchaca@ideapublicschools.org

6. This proposal will not supersede any other contracts IDEA Public Schools either currently is using or may bid in the future for specific and like kind services and/or items.

7. Further, it is the intent of IDEA Public Schools to comply with the most restrictive federal (EDGAR), state (FARSG) rule, local regulation, or District policy. The District intends to conduct a cost or price analysis in connection with every procurement action using federal funds.

8. Definitions:

a. Job Order Contracting or JOC is “a procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work delivery is of a recurring nature but the delivery times, type and quantities or work required are indefinite (IDIQ).” See TEX. GOV’T. CODE § 2269.401. JOC is negotiated by line-item delivery orders (job orders) based upon a contract’s priced coefficient applied to the city cost index (Austin, Dallas, El Paso, Fort Worth, Houston, and San Antonio city

cost indexes shall be used and updated quarterly, depending on the area where work is to be done) and the line items in the unit price book. Once the line items are agreed to by the Vendor and the District, a lump-sum, firm fixed price contract for the negotiated Scope of Work exists. The product(s) and/or service(s) to be purchased under the awarded contract(s), if any, may be of indefinite delivery and indefinite quantity (IDIQ).

b. Unit Price Book or UPB means the 2022 edition of the applicable RS Means unit price book. TEX. GOV'T. CODE § 2269.404 ("The governmental entity may establish contractual unit prices for a job order contract by specifying one or more published construction unit price books and the applicable divisions or line items or providing a list of work items and requiring the offerors to propose one or more coefficients or multipliers to be applied to the price book or pre-priced work items as the price proposal.")

c. Coefficient means the Vendor's coefficient multiplier that is applied to the local Area Cost Index and the total sum of line item estimates for each individual Job Order, including all overhead items, such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, final site cleanup and all contingencies, as well as all costs to the Vendor associated with program/project management, administration, and jobsite supervision.

9. This JOC/IDIQ CSP will be procured following Texas Education Code (TEC) 44.031, Purchasing Contracts (a, 1-5) and Texas Government Code (TGC) 2269, Contracting and Delivery Procedures for Construction Projects, specifically TGC 2269.401-451. Job orders will be awarded substantially on the basis of pre-described and pre-priced tasks that are specified in this solicitation published in the 2022 RS Means Unit Price Book (UPB). The estimated cost for all projects through this proposal, including other Job Order Contracts currently in place is \$5,000,000 in the aggregate. However, there is no guarantee of usage, as it is contingent upon need and funding.

10. In no event shall a job order issued as a result of this JOC/IDIQ CSP be used in connection with a type of project associated with civil engineering construction or a building or structure that is incidental to a project that is primarily a civil engineering construction project. TEX. GOV'T CODE § 2269.402.

Special Terms & Conditions, Cont.

11. Job Order Contract Term: Because the prospective contract has a job order contracting component, the initial base term of the prospective contract is a period of two calendar years, and the District may elect to extend any contract awarded pursuant to this CSP for up to three additional one-year renewal terms. TEX. GOV'T. CODE § 2269.409. Therefore, proposal coefficients must be firm through May 31, 2023. This is a multi-year proposal. The District intends to award a multi-year contract to the selected offeror(s), subject to availability of funds beyond the current fiscal year. All offerors are required to submit firm proposal coefficients for the proposal term specified herein. The selected offerors' obligation to honor proposal coefficients in subsequent year terms shall be unconditional. However, the District shall have no obligation to make payments or purchases in the second through fifth years from the selected offerors if, for whatever reason, it does not appropriate any monies to a special fund designated specifically for the purpose of making payments under the awarded proposal. IDEA Public Schools reserves the right to process supplemental Job Order Contract solicitations during this or future contract terms, in an effort to acquire sufficient contractors to meet District needs.

12. Non-Exclusive Contract: Any contract resulting from this CSP is non-exclusive and shall be awarded with the understanding that any resulting contract will be for the sole convenience of IDEA Public Schools. The District is free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at the District's sole discretion.

13. In compliance with TEX. GOV'T. CODE § 2269.403(b), IDEA Public Schools is establishing the maximum annual aggregate contract price for all contracts awarded under this JOC/IDIQ CSP at \$5 million annually. IDEA Public Schools must approve each job order through the use of a District official purchase order and any other required documentation.

14. Regular Hours Coefficient: Participating vendors shall provide a coefficient in relation to the RS Means Book 2022 – for Regular Hours and Premium Hours. Coefficient Regular Hours include the coefficient which Vendor is willing to work Regular Hours (7 a.m. to 6 p.m., Monday thru Friday). Contractors bidding the IDIQ are required to submit a coefficient or multiplier for labor only for RS Means Book 2022. If discounts or quantity discounts are offered by the Contractor, the Contractor must specify such. After award, the Contractor and IDEA Public Schools will utilize this multiplier to determine the price of a unit of work. The RS Means rates listed in the IDEA Public Schools Job or Task Order will be multiplied by the coefficient to arrive at the actual price for a unit of work. The Regular Hours coefficient shall be submitted in the Proposal Sheet of this solicitation –Item #1.

15. Premium Hours Coefficient: Participating vendors shall also provide a coefficient in relation to the RS Means Book 2022 – for Premium Hours. Coefficient Premium Hours include the coefficient for those hours not included in Regular Hours or holidays. The coefficient must be rounded to the nearest second decimal place (e.g. .793 would be rounded to 0.79). Contractors bidding the IDIQ are required to submit a coefficient or multiplier for overtime labor only RS Means Book 2022. If discounts or quantity discounts are offered by the Contractor, the Contractor must specify such. After award, the Vendor and IDEA Public Schools will utilize this multiplier to determine the price of a unit of work. The RS Means rates listed in the District's Job or Task Order will be multiplied by the coefficient to arrive at the actual price for a unit of work. The Premium Hours coefficient shall be submitted in the Proposal Sheet of this solicitation – Item #2.

16. An order for a job or project, under this JOC/IDIQ agreement, must be signed by the District's Superintendent and the contract awarded Vendor. The job order may be (1) a fixed price, lump-sum quote based substantially on unit pricing applied to estimated quantities; or a unit price job order based on the quantities and line items delivered using the RS Means coefficient.

17. The selection criteria and weighted value for this solicitation shall be as follows:

1) The pricing coefficients (regular hours coefficient 50 points, after hours coefficient 5 points)	55
2) Relevant Experience	15
3) Past Performance	10
4) Project Management Ability	10
5) Subcontractor Management Ability	10
Maximum Points	100

18. Payment & Performance Bonds will be required during the Contract Phase of JOC projects. Awarded vendors will be required to provide a Payment and Performance Bonds in the amount of 100% of the contract amount, issued by sureties duly authorized and submitted to do business in the State of Texas and licensed by the State of Texas, and listed in the U.S. Treasury Circular No. 570. Payment and Performance Bonds in the amount of 100% of the contract amount must be submitted to IDEA Public Schools within ten business days upon issuance of contract. Upon completion of project, contractor will submit a letter of acceptance and certification and must include all warranties to be accepted by IDEA Public Schools Upon receipt of such documentation and acceptance of project completion by IDEA Public Schools, bonds will be released to the awarded vendor. Bonding will be requested as may be required, contingent upon the cost of the project.

19. Insurance Requirements: Worker’s compensation is required for this proposal. Insurance Certificates must be submitted with vendor’s proposal. This document is titled Certificate of Insurance (ACORD 25). IDEA Public Schools reserves the right to review all insurance policies pertaining to this solicitation to guarantee that the proper coverage is obtained by the contractor.

Vendor will be required to maintain in full force and in effect the following types of insurance:

- a) Worker’s Compensation 100,000/500,000/100,000
- b) Comprehensive General Liability 1,000,000 per occurrence
- c) Bodily Injury Liability (CSL)* 300,000
- d) Property Damage Liability (CSL)* 300,000
- e) Automobile Bodily Injury Liability 300,000
- f) Automobile Property Damage Liability.....100,000 *Combined Single Limit

Each insurance policy to be furnished by the successful contractor shall include IDEA Public Schools as a certificate holder and include a waiver of subrogation clause. Additionally, each insurance policy shall

include, by endorsement to the policy, a statement that a notice shall be given to the District by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

Any non-compliance with this section will result in termination of contract.

20. Contracts Involving Federal Funds: Because at the time of processing this formal solicitation, IDEA Public Schools is unable to determine whether it will be using federal funds for any Job Order Contracts, the District intends to competitively procure JOCs under Section 44.031 of the Texas Education Code, Texas Government Code (TGC) 2269 and intends to comply with the Education Department General Administrative Regulations (EDGAR) for every procurement action. To comply with EDGAR, the District will make an independent estimate of the value of goods or services in the current market before receiving JOC quotations. After the District receives JOC quotations but before awarding a contract, the District will also conduct a price or cost analysis and document its findings as may be required.

21. Conflict of Interest: No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. See 2 CFR § 200.318(c)(1). IDEA Public Schools officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. IDEA Public Schools maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

22. Compliance with Laws: The awarded vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to IDEA Public Schools. Vendor understands that Vendor is ineligible to receive a contract award with the District if Vendor is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 14.52). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced IDEA Public Schools at cost as part of the Purchase Order, unless the permits are provided by the District. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the District's Purchase Order, and Vendor must pay

all fees and charges for connections to outside services and for use of property outside the project site. Awarded vendor is responsible for being acquainted with and complying with Texas requirements as related to regulations and laws that govern payment retention and progress payments for public projects. When required or requested by the District, Vendor shall furnish the District satisfactory proof of Vendor's compliance with this provision.

23. When federal funds are expended by IDEA Public Schools pursuant to this contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

24. Right to Review, Audit and Inspect: IDEA Public Schools, any federal agency that has awarded federal funds/grant(s) to the District, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders or Job Orders resulting from this Contract and records which may have a bearing on matters in connection with the Vendor's work for the District, and shall be open to inspection and subject to audit/review and/or reproduction by the District, and/or any authorized representative(s) of these entities to the extent necessary to adequately permit evaluation and verification of:

- a. Vendor's compliance with this Contract and the requirements of the CSP.
- b. Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices and the appropriate unit price book for IDIQ work performed for IDEA Public Schools.
- c. Compliance with provisions for computing billings to IDEA Public Schools.
- d. Any other matter related to this Contract.

25. Project Arrangements: All required project arrangements will be made by the assigned regional agent.

26. IDEA Public Schools may request emergency JOC services. Vendors must use their best efforts to comply with rush or emergency requested. However, if vendor is unable to fulfill the emergency delivery request, the district may procure its needs from alternative sources without penalty.

27. The District reserves the right to negotiate Job Order quotation offers with submitting firms.

IDIQ CONSTRUCTION – GENERAL INFORMATION

1. Conditions Affecting the Work: Vendor is responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions that can affect the work or its costs. Any failure by the Vendor to have done so does not relieve the Vendor from responsibility for successfully performing the work without additional expense to the District. Vendor shall promptly, and before conditions are disturbed, give written notice to the District of (1) subsurface or latent physical

conditions at the site that differ materially from those indicated in the DO, PO, drawings, or specifications; or (2) unknown physical conditions at the site of an unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the DO, PO, drawings, or specifications. By beginning any portion of the work, Vendor acknowledges that Vendor is satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the District, as well as from the drawings and specifications. The District assumes no responsibility for any understandings or representations concerning conditions made by any of its officers or agents before execution of this Contract or a Purchase Order or Job Order, unless such understanding or representations by the District are expressly stated in the Purchase Order or Job Order.

2. Record "AS BUILT" Drawings: Vendor shall review all drawings furnished to Vendor immediately upon receipt and shall promptly notify the District of any discrepancy. Vendor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors that may have been avoided thereby. Provided the following services can be performed without engaging in the practice of architecture or engineering, as those terms are defined in Chapters 1051 and 1001 of the Occupations Code, throughout the progress of the work, the Vendor must keep a master set of prints on the job site, on which is kept a complete, careful and neat record of all deviations from the drawings made during the course of the work. Any deviation from the drawings or specifications made by Vendor, without prior written approval from the District, if the work is for the District, shall be at Vendor's own risk and expense.

Upon completion of construction, the "as built" prints must be certified as to their correctness by the signature of the Vendor and turned over to the architect/engineer of record for use in preparing a permanent set of "as built" drawings within thirty (30) calendar days after completion of construction.

In addition to reproducible submissions, the Vendor should submit a CADD system (when requested) electronic file for "as built" documents prepared with a CADD system compatible with the District's CADD system identified by the District's representative. The District reserves the right to review "as built" documents at any time. Costs associated with the preparation and completion of the "as built" drawings shall be part of the Vendor's multiplier.

IDIQ Construction – General Information Cont.

3. Debris and Cleanup: On a daily basis during the progress of the work for the District, the Vendor must remove and dispose of the resultant dirt and debris and keep the premises clean. The Vendor shall, upon completion of the work, remove all equipment and surplus materials (except materials or equipment that are to remain at the District's property), and leave the premises in a clean, neat, and orderly condition satisfactory to the District.

4. Materials and Workmanship: Unless otherwise specifically provided in a Purchase Order, JOC or Supplemental Contract, all equipment and materials incorporated in the work must be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided, reference to any equipment, material, or patented process by brand name, make, establishes a standard of quality only. Vendor may substitute any equipment, material, or process that the District finds to be equal to that named. To obtain approval to use a different equipment, material, or process, the Vendor must furnish the

District with the manufacturer's name, the model number, and other identifying data and information regarding the capacity, nature, rating, and performance of the proposed substitute. If requested by the District, samples must be submitted for approval at the Vendor's expense, shipping charges prepaid. Materials or processes substituted without approval may be rejected. Vendor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work by the District, except for any completed unit of work which may have been previously accepted by the District.

5. Vendor must obtain the District's approval of the machinery and mechanical equipment incorporated into the work. Vendor must submit samples of all materials and equipment as directed by the District or as required by the CSP.

6. All work must be performed in a skillful and workmanlike manner. The District may, in writing, require the Vendor to remove from the work any employee the District deems incompetent, careless, or otherwise objectionable.

Associated Project Support Requirements

1. Vendor shall remove movable desks and furniture in the work area and place such items back in the required location upon completion of the work. The purchase, delivery, and storage of project construction materials must not interfere with the District's operations.

2. Vendor must provide to project offices, with minimal down time (24 hours service calls), a computer system with applicable software, including Microsoft Office, unaltered IDIQ project estimating software that is compatible with the currently utilized edition of RS Means Cost Works, and/or the current edition of National Construction Estimator by Craftsman. Updates of quarterly software or revised yearly editions will be allowed.

3. Vendor may be required to furnish and maintain a field office as may be applicable, at the Vendor's expense. Utilities and water at the job sites will be furnished to the Vendor at the District's expense. Upon project completion, Vendor shall remove the utility and water connections at the direction of the District. Vendor is responsible for analyzing its electrical needs and the ability of the District to accommodate such. Vendor shall communicate and coordinate his utility and water requests to the District. If additional capacity is required above and beyond the capacity that the District is able to provide, Vendor is responsible for arranging for the equipment, installation, and removal at Vendor's own expense. If possible, toilet facilities will be made available by the District, or the Vendor will make arrangements for portable toilets.

4. Contractors must safeguard working zone and equipment, following proper safety standards for the protection of students and staff.

5. All subcontractors hired by selected firms must adhere to the same requirements as required of the selected firm.

6. All firms must provide services in a manner that will minimally interrupt instruction in the school setting.

7. Selected firms shall employ skilled, responsible persons who in manner and character are suitable to a business administering to the type of patronage found in the District's facilities. The District shall have the

right to require that the contractor whose conduct is improper, inappropriate, or offensive, and such employees shall not be re-employed on the subject premises by Vendor without written consent of the District. Any conduct that is considered unbecoming of a professional will be reported.

8. Certain projects will require the disposal of existing material by the Vendor. A method, approved by the District, must be utilized pertaining to such disposal.

9. Vendors shall make themselves available to perform a walkthrough of respective job sites to be completely familiar with the respective project scope. The District will not consider Change Orders to items that should have been presented during the JOC quotation process. Vendor will visit every site and become familiar with the requirements and materials necessary for respective projects.

10. Vendor will utilize materials which include the maximum Manufacturer's Warranty for that type of product.

11. The District will consider proprietary and warranty status of existing structures only if written authorization from respective manufacturers is provided at the time of respective jobs. Preference will be given for repairs and upgrades to current structures if a vendor can show respective proprietary and warranty ownership.

12. IDEA Public Schools is requesting a three (3) year warranty on materials and workmanship for all work to be performed.

PURCHASE ORDER AND/OR JOB ORDER CONTRACT (JOC) QUOTATION PROCESS

1. IDEA Public Schools may make a request for a walkthrough or JOC quotation via phone, the web, email, fax, or in person. Upon notification of a pending request, the Vendor shall make contact with the District's requestor as soon as required. As projects are identified, the Vendor will participate in a joint scope meeting, at which time a JOC quotation request for the individual project(s) will be explained to the Vendor and the Vendor will be provided an opportunity to ask questions and inspect the site. Vendor shall visit the District's site and conduct a walkthrough/project scoping with the District's representative to define the Scope of Work. Vendor shall perform due diligence to request and gather pertinent information, including existing conditions and District documents, including, but not limited to, hazardous materials surveys and other relevant documents.

2. The Vendor will prepare a JOC quotation for the project including a price proposal, schedule, written Scope of Work, including the UPB and the UPB's 12-digit line number, using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, Vendor's bid coefficient, and any applicable cost additions (including any possible division one line items) and design work that may be required, and additional items within the scope of this CSP and Vendor's response to the CSP. The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the Austin, Dallas, El Paso, Fort Worth, Houston, and San Antonio city cost index, depending on the area where work is to be done, and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage. Each Job Order quotation shall be good for a period of 30 days unless an extension is agreed to by Vendor and the District.

3. The District will review the JOC quotation and may request changes. Once an acceptable JOC quotation and Scope of Work have been agreed to, the District may issue a Purchase Order and/or JOC for the project, which must be signed by Vendor and the District as a lump sum fixed price contract.

3.1 For each Purchase Order, the District will designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.

4. Vendor is required to ensure that the Purchase Order and/or Job Order Contract for the project includes the following, as applicable:

4.1 The lump sum price, start date, schedule, and notice to proceed. The schedule will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items.

4.2 The date for commencing work. Upon commencing work, the Vendor will proceed diligently toward contract completion. Any delay in the work beyond the Vendor's control must be reported to the District's Sr. Director for Facilities & Construction immediately.

4.3 Compensation for received products, terms of progress payments, and a schedule of payments. The District will retain the right to extend the schedule of work/delivery time or to suspend the work and to direct the Vendor to resume work when appropriate. The Purchase Order and/or JOC must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through the District as allowed in the Contract or CSP.

4.4 A schedule for performance of work that can be met without planned overtime, which shall be Vendor's responsibility.

4.5 Monthly progress reports must be given to the District by the Vendor. The specifics of what is reported should be described in the Purchase Order and/or JOC.

4.6 Terms for acceptance by the District and title to work must be clearly agreed upon and described. If any part of the work requires the District to assume control prior to the completion, this must be defined. Vendor and the District must agree on the definition of what constitutes final acceptance before payment of any retained compensation.

4.7 Any Supplemental Contract or Purchase Order between Vendor and the District concerning retainage or a substitute security, which must be in full compliance with the state requirements of the District, including TEX. GOV'T. CODE Chapter 2252.

5. After the Purchase Order and JOC is signed, a copy of the Purchase Order and JOC shall be sent to the Vendor.

6. Each individual Purchase Order or JOC may be limited to work at a single facility and will describe the Scope of Work to be performed. Descriptions may be written, by sketch, and/or by drawing and should include the location where work is to be performed, whether work may be performed during Regular Hours, the project completion time, and the price to be paid for the work.

7. The Vendor shall perform the Scope of Work within the project completion time and for the fixed price of the Purchase Order and JOC.

8. No work shall be performed until a written Purchase Order and JOC has been signed by the Vendor and the District. Any work performed under a Purchase Order and JOC before the Vendor's receipt of the written Purchase Order and JOC is at the Vendor's risk.

9. Quality Control Issues

9.1 During the course of the Purchase Order or JOC, the District may secure samples, according to construction industry standards, guidelines, or industry standards, of materials being used from containers at the job site and submit them to an independent laboratory for comparison to specified material. Should test results prove that a material is not equal to or better than specified, the Vendor will pay for the tests. The Vendor will also pay all costs incurred to replace, remove, and dispose of non-compliant materials.

9.2 Upon completion of the project, the Vendor shall deliver to the District all associated as-built drawings, warranties, and owner's manuals/instructions.

10. The Vendor is required to perform all work under a Purchase Order and JOC which has been issued and received before the expiration date of this Contract. If the Purchase Order or JOC is not received by the Vendor before the expiration date of this Contract, the Purchase Order or JOC will be considered cancelled. Purchase Orders or JOCs sent in the last 30 days of a Term should be sent "Return Receipt Requested". Any Purchase Order or JOC issued during the Term of the Contract and not completed before the expiration date of the Contract must be completed within the project completion/delivery time stated in the Purchase Order or JOC, and the rights and obligations of the Vendor and the District with respect to the Purchase Order or JOC will be the same as if the Purchase Order or JOC were completed during the Term of the Contract.

11. When the JOC has been completed, the Vendor shall notify the District and have the District inspect the work for acceptance under the scope and terms in the Purchase Order and/or JOC. The District will issue, in writing, any corrective actions that are required. Final payment of a Purchase Order or JOC for which progress payments have been made will not be made until the project is totally completed (including punch list items), and the final application for payment is approved and signed by the District.

12. The Vendor may not refuse to perform any project requested by the District unless such project is unlawful, in which case it will be the vendor's responsibility to advise the District of pertinent details immediately.

Purchase Order and/or Job Order Contract Quotation Process Cont.

13. The District reserves the right to reject a JOC quotation or cancel a project for any reason. The District also reserves the right not to issue a Purchase Order or JOC if it is not in its best interest. The Vendor shall not recover any costs arising out of or related to the development of the Purchase Order or JOC, including but not limited to, the costs to review the JOC Proposal Request or prepare a JOC quotation.

14. Alternative Costing/Non Pre-Priced Items

14.1 If a project requires products and services that are not covered by the 2022 RS Means UPB (i.e., Non Pre-Priced Items), the Vendor may obtain three (3) written cost proposals from local providers. The Vendor must use the most advantageous cost proposal and add its normal and customary markup and overhead provided as part of its response to obtain the retail cost. The stated District discount will then be taken to arrive at the District's price. All products and services falling under this category must be submitted in advance and approved by the District prior to being included in any JOC quotation. If a product or service is required that must be custom designed and manufactured to meet an individual project site's conditions and/or provided for a unique application or project, the Vendor may provide three (3) or more written cost proposals or quotes from providers and of such custom products and services. Normal and customary markup and overhead will be added and the District designated discount taken.

14.2 All products and services falling in this category should be submitted in advance and approved by the District prior to being included in any JOC quotation. The District reserves the right to accept or reject any third-party cost proposals or quotes and/or proposed prices for Non Pre-Priced Items provided by the Vendor. If a product or service is required as part of the performance under this CSP can only be obtained and/or manufactured from a single source and falls under the sole source provision of the State's procurement codes, the offeror must provide the District with the necessary documentation to substantiate the purchasing method.

PROJECT PRICING PROTOCOL SPECIFICATIONS

Description of Services. The Vendor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform IDIQ Construction Services and Maintenance for UPB and all other related services for IDEA Public Schools. The vendor shall perform in a manner, which will minimize disruption to normal business operations.

The 2022 RS Means Facilities Construction Unit Price Cost Data Annual Edition and software shall be used. The vendor will multiply the city cost index, depending on the area where work is to be done, to the coefficient submitted in their proposal. The coefficient will be applied to the total including the O&P column. This will apply to Austin, Dallas, El Paso, Fort Worth, Houston, and San Antonio and will be updated on a quarterly basis.

All division cost data has been derived from the 48 divisions according to the Construction Specifications Institute's (CSI) Master Format, a system of titles and numbers used extensively to organize construction information. The following will allow you to complete an accurate estimate using the Unit Price Book cost data.

1. Scope out the Project. Identify the individual work tasks that will need to be covered in your estimate.
2. Quantify the number of units required for each work task that you identified. Experienced estimators include an allowance for waste in their quantities. Waste is not included in Unit Price Line items for your estimate unless stated.
3. Price the Quantities. Use the Unit Price Table of Contents, and the Index, to locate individual Unit Price line items for your estimate.

4. Multiply the total number of units needed for your project by the total including O&P cost for each Unit Price line item.

5. Pricing: Vendors must provide coefficient multiplier(s) in relation to this solicitation in the IDEA Public Schools Proposal Sheet provided in this solicitation. Note there are two line items listed in the Proposal Sheet.

6. Discounts: The District may request the Vendor to provide discounts or other adjustments, on a per-Job Order quotation or purchase order basis. If discounts or quantity prices are offered by the Vendor, the Vendor must indicate whether discounts will be made available to the District. This information shall be provided in the vendor's proposal submittal in the "Vendor Questionnaire" section. Discounts shall be applied on respective quotations.

VENDOR QUESTIONNAIRE

Participating vendors must complete the vendor questionnaire in the attached pages titled "Vendor Questionnaire" and must attach responses on company letterhead with proposal titled "Vendor Questionnaire" in this request. This information is required.

CONSTRUCTION SERVICES JOB ORDER
#1-JOC-FCLTY-2022 Construction Services
Vendor Questionnaire

Please attach responses

Company Overview

1 Pricing; Company Profile/Marketing Plan/Value Add

1.1 Company Information

- 1.1.1 Provide official registered name.
- 1.1.2 Provide a brief history of Vendor's company.
- 1.1.3 Provide organizational chart.
- 1.1.4 Provide corporate office location and the location(s) of sales and service offices in the state(s) relevant to this CSP. Include name of key contact at each location along with résumé.
- 1.1.5 Provide a description of Vendor's relevant market and Vendor's position within it.
- 1.1.6 Vendor agrees to provide IDEA Public Schools with the following financial information if requested by IDEA Public Schools at any point during the procurement process, including before or after contract award:
 - 1.1.6.1 If public, the Vendor's income statement, balance sheet, and cash flow for the past three (3) years;
 - 1.1.6.2 If private, the Vendor's audited financial statements for the past two years (if available).

2 Quality Assistance/Quality Control (QA/QC) Program

- 2.1 Detail the day-to-day surveillance of work, provide documentation of deficiencies and corrective actions, note subcontractor compliance issues and trend analysis, and how inspectors will interface and work with both subcontractors and IDEA Public Schools (District) staff.
- 2.2 Describe the Vendor's customer service department, including hours of operation, number of service centers, etc. Describe the involvement and amount of input of staff level employees in Vendor's quality training/incentive and safety programs. Describe Vendor's procedures to monitor the quality of its customer service and materials.
- 2.3 Describe Vendor's material support and service procedure. Detail the estimated timeframe from a District's request to when a material or service is provided and completed, taking into account the requirements detailed in **Contract Terms and Conditions**. Provide evidence of the Vendor's ability to shorten the timeframe between receiving a service call to problem solution.
 - 2.3.1 Detail the support documents Vendor will provide to the District.
 - 2.3.2 Detail Vendor's average percentage of on-time delivery.
 - 2.3.3 Detail how Vendor will expedite quotes to District and track completion.
 - 2.3.4 Describe how Vendor deals with shipping delays. Indicate method and timeframe in which Vendor will notify District of delays.
 - 2.3.5 Provide Vendor's shipping schedule reporting form. Indicate the number of

- times in a calendar year Vendor updates the form.
- 2.3.6 Detail the number of materials Vendor stocks and the location. Indicate whether Vendor manufactures the materials.
- 2.3.7 Describe any quality awards or quality certificates that Vendor has achieved. Provide supporting documentation and background information about these awards and/or certificates.

3 Freight

- 3.1 Describe Vendor's service procedure and state the proposed time frame from customer request to material or service delivery and completed.
- 3.2 Describe how Vendor deals with shipping delays. How does Vendor notify its customers of delays?
- 3.3 Provide Vendor's shipping schedule reporting form. Detail how often Vendor updates the form.
- 3.4 Detail Vendor's average percentage of on-time delivery.

4 Warranty/Guarantee

All materials purchased under this CSP shall be **NEW** and free from defects.

4.1 Material Information

Provide answers to the following questions from which information will be used if the Vendor is awarded a contract:

- 4.1.1 Give examples of local governmental entities that have purchased materials/services from your company.
- 4.1.2 If your labor and material is deemed defective, state the replacement process and turnaround time.
- 4.1.3 State whether your company provides a quality guarantee on its materials/services. If so, provide a description.
- 4.1.4 State the Vendor's insurance provider(s) and level(s) of coverage.

4.2 Warranty Information

Provide information and answers to the following:

- 4.2.1 Does Vendor offer extended parts and labor warranties? If yes, state length of warranty.
- 4.2.2 Does Vendor provide extended warranties and/or maintenance Contracts at an additional cost to IDEA Public Schools? If so, the extended warrantee maintenance contract must be submitted as a separate line item.
- 4.2.3 Give examples of governmental entities where Vendor has extended labor warranties. Include length of these warranties.
- 4.2.4 Is warranty coverage dependent on any specific requirements?
- 4.2.5 Who performs Vendor's start-up procedure?
- 4.2.6 Detail and provide documentation verifying the warranty protection covering installation, details, materials, workmanship, inspection and preventive maintenance programs, if any.
- 4.2.7 Detail how Vendor tracks warranties and updates warranty periods as units or components are replaced.
- 4.2.8 What is Vendor's standard warranty on materials?
- 4.2.9 What is Vendor's standard warranty on installation?
- 4.2.10 Does Vendor differentiate its standard warranty if financing is part of the contract? If so, describe.

5 Insurance and Bonding – Requirements are delineated in the Special Terms & Conditions.

6 Safety Plan; Quality Assistance/Quality Control Program

The Vendor must submit a safety plan, and, if required or necessary, Vendor shall submit an updated, detailed safety plan within **14 business days of award and prior to commencement of any work**. The plan should specifically address how the Vendor will implement the plan with subcontractors, including OSHA compliance, environmental compliance, drug testing, trend analysis, and noncompliance corrective action; whether a safety officer will interact with the IDEA Public Schools staff; and the management of safety and environmental issues while working in occupied areas.

7 Safe and Secure Schools Plan

Vendors must detail how they intend to comply with the below requirements.

It is the policy of IDEA Public Schools to promote safe and secure schools. All Vendors and subcontractors are responsible for ensuring employees on the jobsite are in compliance with the following:

- 7.1 No drugs, alcohol, or tobacco on IDEA Public Schools property
- 7.2 All IDEA Public Schools property and facilities are drug-free zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, alcohol, or illegal drugs while in or on IDEA Public Schools property or building. If Vendor has a drug testing policy, attach a copy of the policy.
- 7.3 No weapons on school grounds with the exception of normal tools used in construction.
- 7.4 Convicted child and sex offenders may not work on school grounds.

8 Attachments: Certificates

- 8.1 Describe any environmental and/or social awards or recognition Vendor has received.
- 8.2 List any recent industry standard awards and recognition and provide documentation of same.
- 8.3 Describe any pending litigation in which Vendor is involved.
- 8.4 Provide copies of all licensing certificates, including contractor licenses and certifications, for each state in which Vendor can provide materials/services.
- 8.5 If the Vendor is certified as a MWBE, HUB, and/or SBE, the Vendor must provide a copy of WMBE, HUB, and/or SBE certification letter(s).

9 Past Performance

Provide a list of 3 references from other entities with which you have worked. The references must include the following information:

- Reference point of contact
- Phone number
- Email address
- Public Entity Name
- Public Entity Address
- Number of successfully completed projects with entity
- Total Value of projects
- Average value of projects
- Delivery method(s)
- How many years you have worked together

If the vendor has previously worked with IDEA Public Schools, they may only list one point of contact from IDEA Public Schools.

10 Relevant Experience

Description of Service(s); Description of Project General Manager and Key Staff; Corporate Resources and Commitment

10.1 Corporate Resources and Commitment

Corporate resources and commitments are important as indicators of the Vendor's commitment and ultimate success of the proposing company to the JOC program. Vendors must include the following information in their proposals:

- 10.1.1 Has a corporate officer been assigned to the program? Does he understand his role in providing the corporate resources necessary for the program? Has the PGM been empowered by corporate to make immediate decisions in support of the program or is it a bureaucratic, slow and cumbersome process?
- 10.1.2 Does corporate understand the need for prompt payment of subcontractors? Does corporate understand the difference in management between JOC and hard bid estimating and the need to negotiate Job Orders with IDEA Public Schools?
- 10.1.3 Does the company have orderly business procedures and a business manager assigned to this program that will conform to the CSP?
- 10.1.4 Has corporate made a commitment to work with small and disadvantaged businesses within the local community? Does the company have a working Quality Assurance/ Quality Control program in place?
- 10.1.5 Has the company committed the people long-term to this program for continuity? Do they understand the right of IDEA Public Schools to approve any proposed changes in key personnel?

11 Project Management Ability

Vendor's Operations, including Vendor's Project General Manager (PGM) and Key Staff

The vendor must detail the qualifications of its key staff in its proposal. For the job order contracting component of this CSP, the Vendor must also detail the qualifications of its PGM(s) in its proposal. If more than one PGM is listed with submittals all should be provided. Vendors must include the following information:

- 11.1 Describe the scope of sales/field support the Vendor would make available to the District.
- 11.2 Indicate and detail the Vendor's ability to provide full-time, onsite project management. Include résumé(s) of PGM(s).
- 11.3 Detail compliance with the District's PGM overview (in the footnote, below).¹
- 11.4 Experience with Texas school districts and other governmental entities. Résumés for the other team members and information detailing each team member's tenure with Vendor.
- 11.5 Safety/Environmental Officer's résumé and whether an officer has had OSHA training.
- 11.6 Estimators/delivery/task order managers' experience, including whether they have had JOC experience, any course(s) in JOC estimating, and their general construction experience.
- 11.7 Detail the Vendor's JOC experience and/or JOC course(s) attended.
- 11.8 List a breakdown, by region, indicating Vendor's full-time inspectors, and list the inspectors' names and addresses.

District's PGM Overview

Vendor's PGM must be knowledgeable in multiple construction divisions, experienced as a program or construction manager, experience managing plumbing, concrete, electrical, painting, HVAC, and mechanical in multi-discipline projects, experience in managing multiple projects at diverse locations, a team builder, and be versed in JOC. It is preferred that the PGM have actual JOC experience but evidence that the PGM has attended a JOC course is acceptable. The PGM must understand the contractual nature of JOC versus hard bid contracts and change notices. The PGM must have the ability to multitask handling multiple Purchase Orders or Job Orders simultaneously over an extensive geographic area and must have experience working with architects and engineers. The PGM must understand all aspects of the IDEA Public Schools contract and the JOC program, including marketing, communication, business practices, subcontractors, and teaming.

The PGM must have experience in scheduling and critical path analysis, a broad ability to quickly troubleshoot problems with an attitude of what is best for IDEA Public Schools, and show, with references, that the PGM has had extensive experience with and the ability to work with many small subcontractors, including aiding and teaching (mentoring) as appropriate for future partnering on Job or Purchase Orders. In all cases, the PGM should show a willingness to explain each line item estimate to IDEA Public Schools. The PGM should consider cost-saving measures as well as IDEA Public Schools' budget constraints in making recommendations.

The vendor shall notify IDEA Public Schools in advance of any substitution, removal, or replacement of the Vendor's key personnel. IDEA Public Schools reserves the right to refuse proposed replacement personnel with fewer qualifications than the incumbents. IDEA Public Schools reserves the right to request the removal of Vendor's staff members if, in IDEA Public Schools' sole judgment, it is deemed to be in the best interest of IDEA Public Schools.

12 Subcontractor Management Ability

Subcontracting Plan

Vendors shall submit a subcontracting plan, and, if required or necessary, the Vendor(s) must pre-qualify their subcontractors. The plan shall explain the subcontracting procedures, provide assurances that the subcontractors meet the high standards detailed in the CSP, include a subcontractors log, subcontractor qualification form, felony conviction notice, and child and sex offender notice. This plan must also address how the Vendor will implement his safety plan with subcontractors. (Vendor may reference its safety plan). The subcontractors will be held to the same standards as Vendor, and the Vendor shall be responsible for the supervision of all subcontractors. The plan must address attracting, utilizing, and mentoring small and disadvantaged businesses. The subcontracting plan must also address how Vendor will institute a prompt payment plan upon completion and acceptance of the work and how progress payments will be made to subcontractors on long-term Job and/or Purchase Orders. The plan must detail how the Vendor will make subcontractors aware of the requirements of the CSP, including those listed in 3.1.4 regarding safe and secure schools, prior to starting projects.

If Vendor intends to use an outside firm to administer, supervise, and/or act as Vendor's designated representative in providing materials/services covered by this CSP, the Vendor must list these firms in its response and include the firm's name, address, contact information, licenses, and/or certifications held and the type of relationship they hold with the Vendor. After an award is made, if the Vendor finds it necessary to subcontractor to change subcontractors for any reason, the Vendor must first obtain permission from IDEA Public Schools.

Regional Availability

IDEA Public Schools is seeking (a) contractor(s) to provide services at all their Texas campuses. To achieve full coverage of services, IDEA Public Schools may reserve their right to multiple awards under this RFP.

Please indicate in which regions your company can provide services.

- Austin
- Dallas / Fort Worth
- El Paso
- Houston
- Permian Basin
- Rio Grande Valley
- San Antonio

You may refer to IDEA Public Schools website for a complete list of campuses.

<https://ideapublicschools.org/our-schools/>