

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

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.	122)E19634A6098	

No	Name	Note	Response	Required/ Optional
15	Special Classification Supplier	Does your firm have a special certification? (i.e. Minority Business Enterprise)		

18 Felony Conviction
Notification

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.359 0 Td()29 4. Td() (o)-6.6 (l d) (ryro)-0.7 (w4-0.7 (e)42

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

No	Name	Note	Response	Required/ Optional
19	Felony Conviction hilwod			

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25	Record Retention Requirements	I certify to be compliant with record retention certification regulations including 2FR §200.333.		Required
26	Disclosure of Kinship			

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

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

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), regar

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/ Violations. Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in ins.8 (,)2 it 3 (f fe)-3 Au8 (,)2e rttaleg.7

cost indexes shall be used and updated quarterly, depending on the area where work is to be done) and the

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

all fees and charges for connections to outside services and for use of property outside the project site.

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. (b) (5) - DPP

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 VepTs aVi2.7 (tes)8.9 (t)-2.9 (,) (re)-3 (q n)-1.3 (al)16(t)-2.9 te

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

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

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

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.

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-7 (sh)-2.8 (o)nto2tg i0.5 ngf 3 (s) ie in ste
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