



**CONROE INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT**

CONTRACT DOCUMENTS

FOR

CSP # 16-11-10

**MAINTENANCE, REPAIR and OPERATIONS JOC PROGRAM
Trade: Plumbing**

CSP Due Date: January 17, 2017 Time: 2:00pm CST

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NOTICE TO PROPOSERS

The Conroe Independent School District ("CISD" and/or the "District") is soliciting proposals for Plumbing contract(s) for the Maintenance, Repair and Operations JOC Program.

Sealed proposals must be received by Rick Reeves, Conroe Independent School District, Purchasing Department, 3205 W. Davis St., Conroe, Texas 77304, no later than January 17, 2017 at 2:00pm CST.

DESCRIPTION OF CONTRACTS

A Maintenance, Repair and Operations (MRO) JOC Program includes an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different schools and facilities under the jurisdiction of CISD. The bid documents include a MRO Maintenance Procurement Catalog (MRO MPC) containing maintenance, repair and operations tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

The Contractor will bid two Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same two Adjustment Factors shall apply to every Pre-priced Task in the MRO MPC. The Contractor will also bid one Adjustment Factor for performing Non Pre-priced Tasks.

Contract(s) will be awarded to the Contractors who demonstrate the best value to CISD.

Thereafter, as projects are identified the Contractor will jointly scope the work with CISD. CISD will prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Work Order Proposal for the Project including a Work Order Price Proposal, drawings and sketches, a list of subcontractors and materialmen, construction schedule, and other requested documentation. The Work Order Price shall equal the value of the approved Work Order Price Proposal. The value of the Work Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

If the Work Order Proposal is found to be complete and reasonable, a Work Order may be issued.

A Work Order will reference the Detailed Scope of Work and set forth the Work Order Completion Time, and the Work Order Price. The Work Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Work Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Work Order.

CISD selected The Gordian Group's Maintenance, Repair and Operations (MRO) Work Order Contracting (MRO Solution) for their MRO Program. The Gordian MRO Solution includes proprietary eGordian® MRO Applications and MRO Maintenance Procurement Catalog, which shall be used by the Contractor to prepare and submit Work Order Proposals, subcontractor lists, and other requirements specified by CISD.

Contract(s) may be awarded for the following trade:

<i>Contract Trade</i>	<i>Contract License Required</i>	<i>Minimum Contract Value</i>	<i>Maximum Contract Duration (Sum of Terms)</i>
<i>Plumbing</i>	<i>No</i>	<i>None</i>	<i>5 years</i>

CISD may award any number of Contracts, or elect not to award Contract(s).

A proposer shall not submit more than one Proposal.

PRE-PROPOSAL MEETING - MANDATORY

A Pre-Proposal meeting is scheduled on December 13, 2016 starting promptly at 11:00am CST at Sadler Administration Building. **Attendance at the Pre-Proposal meeting is MANDATORY and only firms with a representative in attendance will be considered for evaluation and award.**

TERMS OF CONTRACT(S) AND OPTION PERIODS

The Base Term of the Contract is one year.

There are four bilateral Option Terms. Both parties must agree to extend the Contract for an Option Term. The duration of each Option Term is one year.

CISD and the Contractor may agree to extend the term of an Option Term.

All Work Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Work Order.

MINIMUM AND ESTIMATED ANNUAL VALUES

There are no Minimum Contract Values.

There are no Estimated Annual Values.

PROPOSAL BOND

A Proposal Bond is not required.

PAYMENT AND PERFORMANCE BONDS

The successful proposer(s) shall be required to furnish payment bonds and performance bonds, as required for an individual Work Order, on the forms set forth in the Contract Documents in an amount as indicated below:

Work Order Value	Payment Bond	Performance Bond
Less than \$25,000	Not Required	Not Required
\$25,000 to \$99,999	Required	Not Required
\$100,000 or greater	Required	Required

APPROPRIATION OF FUNDS

This agreement is subject to the appropriation of funds by the District in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement. The obligations of the District in any fiscal year for which this Agreement is in effect shall constitute a current expense of the District for that fiscal year only, and shall not constitute an indebtedness of the District beyond that fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated. Work Orders will be issued on an as-needed basis.

INSURANCE

Unless otherwise agreed to by CISD, the Supplier shall carry insurance with responsible carriers acceptable to CISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord 25) to CISD indicating compliance with this paragraph.

<u>Type of Coverage</u>	<u>Minimum Limits</u>

1. Commercial General Liability	\$1,000,000 Combined Single Limit; \$500,000 Combined Single Limit Each Occurrence
2. Automobile Liability: Bodily Injury & Property Damage For all owned, non-owned vehicles and hired vehicles.	\$1,000,000 Combined Single Limit Each Occurrence
3. Workers' Compensation and Employer's Liability	As statutory provisions require in the State of Texas, including a blanket waiver of subrogation endorsement
4. Employer's Liability	\$500,000 Each Accident; \$500,000 Disease Policy Limit; \$500,000 Disease Each Employee
5. Excess Liability	\$500,000 Each accident; \$500,000 Aggregate
6. Professional Liability (errors and omissions) may be required at the discretion of the Project Manager.	

The Supplier shall submit evidence with the proposal and again at the time of any execution of the contract/agreement that it has in full force and effect all insurance requirements listed above prior to the commencement of any work. The Supplier shall maintain such insurance in full force and effect throughout the duration of the contract/agreement. In the event that it is not commercially feasible to maintain insurance during the period required by the contract/agreement, Supplier shall supply CISD with equivalent assurance to the required insurance, acceptable to CISD.

CISD shall be named as an additional insured on the automobile and commercial general liability policy. CISD shall be named as an alternate employer on the workers' compensation policy. A waiver of subrogation shall be issued in favor of CISD in the workers' compensation, automobile and commercial general liability policies. The Supplier's insurance provider(s) shall provide CISD with original certificates of insurance (Acord 25), acceptable to CISD. Insofar as allowed by law, such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to CISD. In the event there is a deductible on any policy, the Supplier may be asked to provide evidence to the satisfaction of CISD that it is able to satisfy the deductible.

Notice regarding insurance and cancellation or changes should be mailed to:

Rick Reeves
Conroe Independent School District
Purchasing Department
3205 W. Davis St
Conroe, Texas 77304

CISD reserves the right to require additional insurance coverage to be carried by the Supplier as deemed desirable by CISD, depending on the type of project.

INSTRUCTIONS TO PROPOSERS

CSP #16-11-10 Maintenance, Repair, and Operations JOC Program

Trade: Plumbing

CSP Due Date: January 17, 2017 Time: 2:00pm CST

Buyer: Rick Reeves, Director of Purchasing

Phone: 936/709-7798

Competitive Sealed Proposals shall be submitted on this original form and returned with a **duplicate** copy and **electronic** copy. **FAXED AND E-MAILED PROPOSALS ARE NOT ALLOWED.**

Sealed proposals including the original, a duplicate and electronic copy, must reach the PURCHASING OFFICE on or before the designated hour of the due date specified. FAILURE TO SUBMIT PROPOSAL IN DUPLICATE MAY RESULT IN REJECTION OF OFFER. Only the name of all bidders submitting proposals will be read aloud. The last day to submit questions is Friday December 16, 2016 at noon. Submittal to be as follows: MAIL DELIVERY: Proposals sent by mail MUST be addressed to:

Conroe ISD PURCHASING OFFICE

2nd Floor, Building A

3205 W. Davis

Conroe, TX 77304

CSP #16-11-10 Maintenance, Repair, and Operations JOC Program, Plumbing

A return address label was provided with your bid notification for this purpose.

HAND DELIVERY: Hand delivered proposals MUST be taken to the above address.

The undersigned, by his/her signature, represents that he/she is authorized to bind bidder to fully comply with the Contract Documents of this proposal, including all forms and attachments included and/or referenced herein.

CERTIFICATION SHEET

Company: _____	Authorized Signature: _____
Address: _____	Print Signature: _____
	Title: _____
Offer Firm Until: _____ CONTRACT PERIOD	Phone: _____ FAX: _____
Company Website Address: _____	E-Mail Address: _____
Is the principal place of business located in Texas? <input type="checkbox"/> yes <input type="checkbox"/> no	
How many persons are employed in Texas? _____	
TAX ID# REQUIRED: _____	
Billing Address (if different): _____	

PROPOSAL REQUIREMENTS

A proposer shall not submit more than one Proposal.

FORM A - ADJUSTMENT FACTOR PROPOSAL FORM

The Adjustment Factors bid shall be indicated on Form A, and are as follows:

1. Normal Working Hours: Monday through Friday 7:00 am to 4:00 pm except holidays.
2. Other Than Normal Working Hours: Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and holidays.

The Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor.

3. Non Pre-priced: For Non Pre-priced Tasks.

The Non Pre-priced Adjustment Factor must be greater than or equal to 1.0000.

For bid evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure:

Adjustment Factor	% Weight (For Bid Evaluation Only)
Normal Working Hours	30%
Other than Normal Working Hours	60%
Non Pre-priced	10%

All Unit Prices listed in the MRO Maintenance Procurement Catalog are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the MRO Maintenance Procurement Catalog. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

Not less than the prevailing rate of wages as determined in accordance with Chapter 2258 of the Texas Government Code shall be paid to all trades performing work under this Contract.

FORM B - EXPERIENCE AND REPUTATION**FORM C - SAFETY RECORD****FORM D – FINANCIAL CAPABILITIES****FORM E - PERSONNEL****FORM F - PRIOR EXPERIENCE WITH CONROE ISD****FORM 1295 - CERTIFICATE OF INTERESTED PARTIES****OBTAINING OR INSPECTING CONTRACT DOCUMENTS**

Proposers can view and obtain Contract Documents by accessing the Conroe ISD website at:

<http://purchasing.conroeisd.net/eBidding>

SUBMISSION OF PROPOSALS

Proposals shall include:

1. Cover page with the following:
Contractor's name, address, phone number
Name of Primary Contact
Contract Trade
2. Certification Sheet of this Instructions to Proposers
3. Form A - Adjustment Factor Proposal Form
4. Form B - Experience and Reputation
5. Form C - Safety Record
6. Form D - Financial Capabilities
7. Form E - Personnel
8. Form F - Prior Experience with Conroe ISD
9. Form 1295 - Certificate of Interested Parties
10. A copy of current insurance coverage as identified in the Notice to Proposers
11. Debarment Form
12. Edgar Vendor Certification Form
13. Felony Conviction Notification
14. Non Collusion Statement
15. A duplicate set of all bid documents
16. An electronic copy of all bid documents on CD or USB flash drive

EVALUATION CRITERIA

Conroe ISD reserves the right to accept or reject any proposal, waive minor technicalities, and make the award to best serve the interest of the District.

Consistent with the selection criteria described in Section 44.031(b) of the Texas Education Code and Chapter 2269, Subchapter F of the Texas Government Code, the Conroe Independent School District will apply the following selection criteria for use in this selection process:

- A. The Award Criteria Figure based on the bid Adjustment Factors;
- B. The proposer's experience and reputation;
- C. The proposer's safety record;
- D. Whether the proposer's financial capability is appropriate to the size and scope of the Contract;
- E. The proposer's proposed personnel;
- F. The proposer's prior experience in executing construction work for Conroe ISD;

EVALUATION POINTS

The bid proposals shall be evaluated based on the following scale:

Proposal Form	Description	Points
A	Award Criteria Figure	30
B	Experience and Reputation	20
C	Safety Record	10
D	Financial Capability	10

E	Personnel	20
F	Prior Experience with Conroe ISD	10
Total Points		100

Using these criteria and weights, District Committees will evaluate and rank proposals to determine the Proposer that presents the best value to the District as per Section 44.031 of the Education Code.

No proposals may be withdrawn without District approval.

All protests must be filed in writing with the Director of Purchasing within 10 days of award.

Conroe ISD is exempt from all applicable Federal and State Tax. Tax-exempt information will be furnished upon request.

Per SB 1, Sec. 44.034, 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 Felony Conviction Notification must include a general description of the conduct resulting in the conviction of a felony.

If insurance coverage is required in the Notice to Proposers, a copy of current coverage for General Liability, Workman's Compensation and Employer's Liability with Statutory Limits, Automobile Liability and Excess Liability shall be furnished with the response. After board approval of the contract, proposer shall name Conroe ISD as the Certificate Holder and additional insured.

Board approval and acceptance of quoted Adjustment Factors results in a binding contract. All Contractors must provide goods and services utilizing the Adjustment Factors offered and accepted by the Conroe ISD Board of Trustees. Any failure to provide the goods or services utilizing the Adjustment Factors offered and accepted by the School Board may result in legal action being taken against the successful proposer for breach of contract, deceptive trade practices, and all other remedies, legal or otherwise, available to Conroe ISD.

Amendments to proposals will represent a true and correct statement and shall contain no cause for claim of omission or error.

The Board of Trustees of the Conroe Independent School District reserves the right to reject any and all offers and to waive any formalities or irregularities and to make the award of the Contract(s) in the best interest of the School District. All protests must be filed in writing with the Director of Purchasing within 10 days.

If at any time the proposer fails to fulfill or abide by the terms, conditions, or specifications of this Contract, Conroe ISD reserves the right to cancel upon 30 days written notification.

Awarded Contractors will be required to register in Conroe ISD's vendor Access Center.

QUESTIONS

All questions shall be submitted in writing (No phone calls) at least seven days prior to the proposal due date and addressed to:

Rick Reeves
Conroe Independent School District
Purchasing Department
3205 W. Davis St.
Conroe, TX 77304
rreeves@conroeisd.net

OTHER INFORMATION

"Waiver by Responding Contractors ("Respondent" or "Respondents"): BY SUBMITTING A STATEMENT OF QUALIFICATIONS AND/OR A PROPOSAL (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "RESPONSE"), THE RESPONDENT AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE CONROE INDEPENDENT SCHOOL DISTRICT, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE

ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY RESPONSE; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, THE CSP, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY RESPONSE OR ANY PART OF ANY RESPONSE; (4) WAIVER BY THE CONROE INDEPENDENT SCHOOL DISTRICT OF ANY TECHNICALITIES IN THE RFQ PACKAGE OR ANY RESPONSE; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE CSP SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED RESPONSES; AND/OR (6) THE AWARD OF A CONTRACT, IF ANY."

The District reserves the right to reject any or all responses, to waive any irregularities and/or technicalities in responses received, or award multiple contracts or no contracts. The District, in its sole discretion, will determine whether any or all of the responses are responsive and reserves the right to make a determination as to whether any one or more Respondents are qualified.

The submission of a response to this CSP is an offer by the Respondent to contract only and does not constitute a contract. There will be no contractual obligations on the part of the District to any Respondent, nor will any Respondent have any property interest or other right in a contract unless and until all terms of the contract have been agreed upon by the District, including, without limitation, the cost for the services; all provisions of the contract have been negotiated to the satisfaction of the District; the contract is unconditionally signed by the District and the selected Contractor; the contract is delivered by all parties; and all conditions to be fulfilled by the Respondent prior to contracting have either been so fulfilled by the Respondent or waived in writing by the District.

RESTRICTED AND PROHIBITED COMMUNICATIONS

During the period between the date the District issues this CSP and the selection of the Contractor(s) who is awarded a contract by the District, if any, Respondents shall restrict all contact with the District and direct all questions regarding this CSP, the Contractor's response, the interviews, the solicitation process, or any other matter regarding the solicitation, including questions regarding terms and conditions, only to the District's Director of Purchasing specified above. **Do not contact members of the Board of Trustees or other employees of the Conroe Independent School District. Contact with any of these individuals after issuance of the CSP and before selection of a Contractor(s) is made, may result in disqualification of your response.** The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Trustees at a noticed public meeting, and a contract has been awarded. In the event the Board refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Trustees and the execution of the contract, the Respondent shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contract, discussion, or promotion of the Respondent's response with any member of the District's Board of Trustees or employees other than communications with the District's designated representatives as set forth in this CSP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, assure that decisions are made in public, and to protect the integrity of the solicitation process.

Except as provided in the above stated exceptions, the following communications regarding a particular solicitation are prohibited:

Communications between a potential Respondent, vendor, service provider, bidder, Offeror, lobbyist or consultant and any member of the District's Board of Trustees;

- Communications between any Trustee and any member of a selection or evaluation committee; and
- Communications between any Trustee and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with the District's purchasing agent specifically named and authorized to conduct and receive such communications under this CSP, or upon the request of the District, with the District's legal counsel.

Nothing contained herein shall prohibit any person or entity from publicly addressing the District's Board of Trustees during any duly noticed public meeting, in accordance with applicable Board policies, on a

matter other than this CSP or in connection with a presentation requested by the District's representatives.

Note: Texas Public Information Act: During the course of the selection process, the responses submitted by Respondents are exempt from disclosure to the public under the Texas Public Information Act. However, upon the award of the contract, if any, or the rejection of the responses, the response and all information submitted to the District will become a public record; and therefore, subject to disclosure to any person who makes a proper request for review of the documents. Some of the information you may provide in your response may contain commercial or financial information which is privileged or confidential by statute, or which you feel may cause substantial competitive harm to your business if disclosed by the District to a third-party even after the award. You may be entitled to protect this information at the time the request is made for disclosure; however, you will need to consult your legal counsel to assure that this kind of information, if included in your response, is properly marked as confidential prior to submission. Wholesale marking of your entire proposal "Confidential" or "Proprietary" will not be effective.

GENERAL CONDITIONS

1. DEFINITIONS

- 1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the MRO Maintenance Procurement Catalog.
- 1.2. **Award Criteria Figure** - The amount determined in the Award Criteria Figure Calculation section of the Adjustment Factor Proposal Form, which is used for the purposes of determining the lowest Bid.
- 1.3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
- 1.4. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Work Order.
- 1.5. **Estimated Annual Value** - An estimate of the value of Work Orders that could be issued to the Contractor each year.
- 1.6. **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
- 1.7. **MRO** – Maintenance, Repair, and Operations
- 1.8. **MRO Maintenance Procurement Catalog** - A comprehensive listing of maintenance, repair and operations related tasks together with a specific unit of measure and a published Unit Price.
- 1.9. **Minimum Contract Value** - The minimum value of Work Orders that the Contractor is guaranteed the opportunity to perform under this Contract.
- 1.10. **Non Pre-priced Task** - A task that is not set forth in the MRO Maintenance Procurement Catalog.
- 1.11. **Normal Working Hours** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for CISD holidays.
- 1.12. **Notice to Proceed** - A written notice issued by CISD directing the Contractor to proceed with construction activities to complete the Work Order.
- 1.13. **Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- 1.14. **Other than Normal Working Hours** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and CISD Holidays.
- 1.15. **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the MRO Maintenance Procurement Catalog.
- 1.16. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Work Order, or a series of related Work Orders.
- 1.17. **Request for Proposal** - A written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
- 1.18. **Supplemental Work Order** - A secondary Work Order developed after the initial Work Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Work Order Completion Time.
- 1.19. **Unit Price** - The price published in the MRO Maintenance Procurement Catalog for a specific maintenance, repair or operations related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the MRO Maintenance Procurement Catalog. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- 1.20. **Work** - All materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Work Order.

- 1.21. **Work Order** - A written order issued by CISD, in the form attached as Attachment A, requiring the Contractor to complete the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price. A project may consist of one or more Work Orders.
- 1.22. **Work Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
- 1.23. **Work Order Price** - The value of the approved Work Order Price Proposal and the amount the Contractor will be paid for completing a Work Order.
- 1.24. **Work Order Price Proposal** - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- 1.25. **Work Order Proposal** - A set of documents including at least: (a) Work Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) Construction schedule; and (e) other requested documents.

2. CONTRACT DOCUMENTS

- 2.1. In the event of conflicting provisions within the Work Order Contract, the following order of precedence with item "2.1.1." representing the highest precedence, for resolution of the conflict shall apply:
 - 2.1.1. Agreement
 - 2.1.2. Addenda (later takes precedence over earlier)
 - 2.1.3. Work Orders (including Detailed Scopes of Work and Requests for Proposals)
 - 2.1.4. Notice to Proposers
 - 2.1.5. Instructions to Proposers
 - 2.1.6. General Conditions
 - 2.1.7. MRO Maintenance Procurement Catalog

3. OWNER

- 3.1. CISD shall be entitled to appoint an agent (Owner's Representative) as Project Manager or Inspector who shall see that the development of the Work Order Proposals and performance of the Work is in strict accordance with the Contract Documents on behalf of CISD.
- 3.2. All communications from the Contractor shall be through the Owner's Representative or as CISD may direct. CISD reserves the right to alter this procedure without consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on CISD.
- 3.3. **Right to Clean Up:** If a dispute arises between the Contractor, Subcontractors, or separate contractors as to the responsibility under their respective Contracts for maintaining the premises and surrounding area free from waste materials and rubbish CISD may, but need not, clean up and allocate the cost among those responsible as CISD determines to be just.
- 3.4. **Right to Accept Imperfect Work:** If any part or portions of the Work completed under this Contract is defective and not in accordance with the Contract Documents, CISD shall have the right and authority to retain such Work but may issue a Supplemental Work Order as may be equitable and reasonable.
- 3.5. **Right to do Adjacent Work:** CISD reserves the right to perform construction or operations on the site of the Work. In doing this, CISD may use its own forces or award separate contracts. Contractor shall hold CISD harmless for costs incurred by CISD that are payable to a separate contractor because of delays, improperly time activities, or defective construction by the Contractor, unless such costs are incurred due to the sole or active negligence of CISD.
- 3.6. **Right to Finish Contractor's Work:** If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, CISD has the right to commence

and continue completion of the Work. In such an event, if CISC costs to complete the Work exceeds the remaining balance of the Contract with the Contractor, Contractor shall reimburse CISC for such excess costs.

4. CONTRACTOR

- 4.1. Personnel: The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to CISC and shall have a mobile phone at which he or she can be reached at all times. This person shall be capable of communicating in English.
- 4.2. Supervision of Work: The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. At all times while on-site, at least one of the Contractor's personnel shall be able to receive and comprehend instructions in English.
- 4.3. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless a Work Order gives other specific instructions.
- 4.4. Reporting Errors: The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions in Contract Documents or field conditions shall be reported to CISC at once.
- 4.5. A Project site may be operational during the Work. The Contractor shall not interfere or hinder CISC operations. The Contractor shall keep all equipment and materials within designated work areas and out of hallways and doorways. Emergency exit routes shall be maintained at all times.

5. CONTRACT MODIFICATIONS

- 5.1. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order.

6. CONTRACTOR SELECTION AND AWARD OF INDIVIDUAL WORK ORDERS

- 6.1. CISC may award an individual Work Order to any selected Contractor. Selection of the Contractor and award of the Work Order will be in compliance with established CISC procedures and based on one or more of the following criteria:
- 6.2. Evaluation of past and current performance on Work Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
- 6.3. Contractor's responsiveness to CISC on Work Orders.
- 6.4. Price, as it relates to CISC's independent cost estimate.
- 6.5. Balancing of work load (Work Order dollar volume and construction backlog) among Contractors.
- 6.6. Management of Work Order dollar volume within bonding limitations of the Contractor.
- 6.7. Rotational selection among all Contractors, unless otherwise determined by CISC.
- 6.8. Other appropriate criteria as deemed in the best interest of CISC.

7. PROCEDURES FOR DEVELOPING A WORK ORDER

7.1. Initiation of a Work Order

- 7.1.1. As the need exists, CISC will notify the Contractor of a Project. CISC may, depending on the scope of the Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- 7.1.2. Work Orders will be given a level of priority and the Contractor shall prepare to be on-site as indicated below:

- Priority 1 4 Hours or Specified Time
 - Priority 2 12 Hours or Next Business Day
 - Priority 3 48 Hours or Specified Time
 - Priority 4 7 Calendar Days or Specified Date
 - Priority 5 14 Calendar Days or as agreed to with CISD
- 7.1.3. If a Joint Scope Meeting is scheduled, the Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
- 7.1.3.1. the general scope of the work; alternatives for performing the work and value engineering;
 - 7.1.3.2. access to the site and protocol for admission;
 - 7.1.3.3. hours of operation;
 - 7.1.3.4. staging area;
 - 7.1.3.5. requirements for catalog cuts, technical data, samples and shop drawings;
 - 7.1.3.6. requirements for professional services, sketches, drawings, and specifications;
 - 7.1.3.7. construction duration;
 - 7.1.3.8. liquidated damages;
 - 7.1.3.9. the presence of hazardous materials;
 - 7.1.3.10. date on which the Work Order Proposal is due.
- 7.1.4. Upon completion of the joint scoping process, CISD will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, CISD will issue a Request for Proposal that will require the Contractor to prepare a Work Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and CISD, will be the basis on which the Contractor will develop its Work Order Proposal and CISD will evaluate the same. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.
- 7.1.5. The Contractor's Work Order Proposal shall include, at a minimum:
- 7.1.5.1. Work Order Price Proposal;
 - 7.1.5.2. Required drawings or sketches;
 - 7.1.5.3. List of anticipated Subcontractors and Materialmen;
 - 7.1.5.4. Construction schedule;
 - 7.1.5.5. Other requested documents.
- 7.2. Preparation of the Work Order Price Proposal
- 7.2.1. The Work Order Price shall be the value of the approved Work Order Price Proposal.
 - 7.2.2. The value of the Work Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
 - 7.2.3. The Contractor will prepare Work Order Price Proposals in accordance with the following:
 - 7.2.3.1. Pre-priced Task: A task described in, and for which a unit price is set forth in, the MRO Maintenance Procurement Catalog.
 - 7.2.3.2. Non Pre-priced Task: A task that is not set forth in the MRO Maintenance Procurement Catalog.

- 7.2.3.2.1. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - 7.2.3.2.1.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
 - 7.2.3.2.1.2. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the MRO Maintenance Procurement Catalog. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. CISD may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
- 7.2.3.2.2. The final price submitted for Non Pre-priced Tasks shall be according to the following formula:
 - 7.2.3.2.2.1. For Non Pre-priced Tasks Performed with Contractor's Own Forces:
 - A = The hourly rate for each trade classification not in the MRO Maintenance Procurement Catalog multiplied by the quantity;
 - B = The rate for each piece of Equipment not in the MRO Maintenance Procurement Catalog multiplied by the quantity;
 - C = Lowest of three independent quotes for all materials.
 - Total for a Non Pre-priced Tasks performed with Contractor's Own Forces = $(A+B+C) \times \text{Non Pre-Priced Task Adjustment Factor}$.
 - 7.2.3.2.2.2. For Non Pre-priced Tasks Performed by Subcontractors:
 - If the Non Pre-priced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.
 - D = Lowest of three Subcontractor Quotes
 - Total Cost for Non Pre-priced Tasks performed by Subcontractors = $D \times \text{Non Pre-Priced Task Adjustment Factor}$.
- 7.2.3.2.3. After a Non Pre-priced Task is used on three separate Work Orders, the Unit Price for such task will be established, following approval by CISD, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- 7.2.3.2.4. CISD's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 7.2.4. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or

any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.

- 7.2.5. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Work Order including drawings and information required for filing.
- 7.2.6. The Contractor's Work Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Work Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Work Order Proposal will depend on the complexity and urgency of the Work Order but should average between three and seven days. On complex Work Orders, such as Work Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.
- 7.2.7. In emergency situations and minor maintenance and repair Work Orders requiring immediate completion, the Work Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
- 7.2.8. By submitting a Work Order Proposal to CISD, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Work Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to CISD.
- 7.2.9. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Work Order Proposal, the request must be submitted so that the submittal of the Work Order Proposal is not delayed.
- 7.3. Review of the Work Order Proposal and Issuance of the Work Order
 - 7.3.1. CISD will evaluate the entire Work Order Price Proposal and compare these with CISD's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
 - 7.3.2. The Contractor may choose the means and methods of construction; subject however, to CISD's right to reject any means and methods proposed by the Contractor that:
 - 7.3.2.1. Will constitute or create a hazard to the work, or to persons or property;
 - 7.3.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
 - 7.3.2.3. Unnecessarily increases the price of the Work Order when alternative means and methods are available.
 - 7.3.2.4. Unnecessarily disrupts school operations.
 - 7.3.3. CISD reserves the right to reject a Work Order Proposal or cancel a Project for any reason. CISD also reserves the right not to issue a Work Order if it is determined to be in the best interests of CISD. CISD may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Work Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Work Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Work Order Proposal with CISD.
 - 7.3.4. By submitting a Work Order Proposal to CISD, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Work Order Price Proposal prior to delivering it to CISD.

- 7.3.5. Each Work Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Work Order Price and the Work Order Completion Time. All clauses of this Contract shall be applicable to each Work Order. The Work Order, signed by CISD and delivered to the Contractor constitutes CISD's acceptance of the Contractor's Work Order Proposal. A signed copy of the Work Order will be provided to the Contractor.
- 7.3.6. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by CISD. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Work Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

8. CHANGES IN THE WORK

- 8.1. CISD, without invalidating the Work Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Work Order.
- 8.2. Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Work Order Price Proposal.

9. PAYMENTS

- 9.1. CISD will make one payment for all Work Orders that have a Work Order Completion Time of 30 days or less, or a Work Order Price of \$25,000 or less. For all other Work Orders, CISD may make partial, monthly payments based on a percentage of the work completed.
- 9.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with CISD concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.
- 9.3. All invoices shall be mailed to: CISD ACCOUNTS PAYABLE, 3205 W. Davis, Conroe, Texas 77304.

10. GUARANTEE

- 10.1. Final Guarantee: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year. The Contractor warrants and guarantees for a period of one year from the date of the Work Order acceptance that the Work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects. CISD will give notice of observed defects with reasonable promptness. In the event the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects within ten calendar days after being notified in writing by CISD, CISD may do so and charge the Contractor the cost thereby incurred.
- 10.2. Extended Guarantees: If a guaranty exceeding one year is provided by the supplier or manufacturer of any equipment used in a Project, then the guarantee for such materials shall be extended for such term. The Contractor expressly agrees to act as co-guarantor of such equipment and materials, and the Contractor shall supply CISD with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by their suppliers or manufacturers.

11. ENR CCI ADJUSTMENT OF THE ADJUSTMENT FACTORS

- 11.1. Economic Price Adjustment: The Adjustment Factors may be updated on each anniversary of the award date to account for changes in construction costs, provided, the Contractor requests in writing, approximately fourteen to thirty days prior to the anniversary of the award date, that the Adjustment Factors be updated. Such request shall be delivered to CISD and to Gordian. In the event the Contractor fails to deliver the request timely, then CISD shall determine the date

on which the Adjustment Factors will be updated, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by CISD. Thereafter, the Contractor's Adjustment Factors will be adjusted according to the following:

- 11.1.1. The Contractor's Normal Working Hours and Other than Normal Working Hours Adjustment Factors will be adjusted according to the following:
- 11.1.2. A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. April bid date, Base Year Index is April of the prior year to March of the bid date year).
- 11.1.3. A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. April bid date, Current Year Index is April of the prior year to March of the current year).
- 11.1.4. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
- 11.1.5. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
- 11.1.6. Averages shall be obtained by summing the 12 month indices and dividing by 12.
- 11.1.7. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
- 11.1.8. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
- 11.1.9. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- 11.2. The Adjustment Factor for Non Pre-priced Tasks will remain constant for the duration of the Contract.
- 11.3. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- 11.4. Under all circumstances, should the Contractor submit a Work Order Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Work Order Price submitted in the Work Order Proposal.
- 11.5. The Contractor cannot delay submission of the Work Order Proposal past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.

12. COMPUTER REQUIREMENTS

- 12.1. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

13. GORDIAN SYSTEM LICENSE AND USER AGREEMENT

13.1. MRO Contracting Software

- 13.1.1. CISD selected The Gordian Group's (Gordian) Maintenance, Repair and Operations ("MRO") Solution (Gordian MRO Solution) for their MRO program. The Gordian MRO Solution includes Gordian's proprietary eGordian® MRO applications (MRO Applications) and construction cost data (Maintenance Procurement Catalog), which shall be used by

the Contractor to prepare and submit Work Order Price Proposals, subcontractor lists, and other requirements specified by CISD. Contractor's use, in whole or in part, of Gordian's MRO Applications, Maintenance Procurement Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for CISD is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following MRO System License.

13.2. MRO System License

- 13.2.1. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with CISD, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary MRO System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to CISD under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's MRO Applications and support documentation, Maintenance Procurement Catalog, training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with CISD expires or terminates, this MRO System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- 13.2.2. Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.
- 13.2.3. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.
- 13.2.4. In the event of a conflict in terms and conditions between this MRO System License and any other terms and conditions of this Contract or any Work Order, Purchase Order or similar purchasing document issued to the Contractor by CISD, this MRO System License shall take precedence.

14. COOPERATIVE PURCHASING

- 14.1. Other agencies or members of cooperative purchasing entities ("Entities") may purchase construction services from the Contractor utilizing this Contract. If the Contract is utilized by Entities, the Contractor agrees to pay Gordian a 6.25% license fee (License Fee) due and payable within five (5) days from the date the Contractor receives payment from an Entity. License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The Contractor shall include the License Fee as a Reimbursable Task without mark-up in its Work Order Price Proposal. Gordian and the Contractor shall mutually utilize eziQC® to track utilization, fees, and payments. The Contractor shall have no claim or right to any portion of the License Fees. Failure to pay License Fees in a timely manner shall be considered a material breach of this Contract and, at CISD's sole discretion, may be deemed grounds for termination of this Contract.
- 14.2. The Contractor acknowledges that Gordian will administer cooperative purchases through this Contract and that CISD has no obligation to administer purchases by Entities.
- 14.3. CISD and Gordian authorize the Contractor the use of CISD's and Gordian's names, logos, trademarks, and CISD's and Gordian provided materials solely for the presentation and

promotion of the availability and use of this Contract by Entities and potential Entities. The Contractor authorizes CISD and Gordian the use of the Contractor's name, logos, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of this Contract by Entities and potential Entities.

- 14.4. CISD and Gordian shall not be liable or responsible for any obligation, including, but not limited to, payments due under a Work Order, Purchase Order or similar purchasing document issued to the Contractor by the Entity ("Purchase Order").

- 14.5. Remittance of License Fees: The Contractor shall remit License Fees as follows:

Payments Made Payable to: ezIQC, LLC
Mail Checks to: Attention: A/R Department
30 Patewood Drive, Suite 350
Greenville, SC 29615

- 14.6. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to CISD and Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.
- 14.7. The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to CISD and Gordian of each invoice by forwarding a copy of the invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.
- 14.8. CISD and Gordian may request records from the Contractor for all cooperative purchasing through this Contract and payment of all License Fees. The Contractor hereby agrees and authorizes CISD and/or Entity to provide a copy of each Purchase Order issued to Gordian. If discrepancies exist between cooperative purchasing activity and License Fees paid, CISD or Gordian will provide written notification to the Contractor of discrepancies and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of CISD and/or Gordian, CISD and/or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

15. PRODUCTS AND MATERIALS

- 15.1. Products and Materials specified in a Work Order indicate minimal standards. In those instances where brands are referenced, products and materials equal to or exceeding specifications may be offered as alternatives at no additional cost to CISD. Approval of an alternate product or material is at the sole discretion of CISD.
- 15.2. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application thereof, the seller shall indemnify and hold harmless the District, officers, Trustees, Agents, and employees from any and all loss, cost expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale or use of such article in violation, infringement or the lack of rights under such patent, copyright, trademark or application.

ATTACHMENT A

WORK ORDER FORM

WORK ORDER NO: _____

This Work Order is subject to all terms and conditions of the Master Agreement ("Contract") between the Conroe Independent School District (Owner) and Contractor.

Any amendment or modification of this Work Order must be in writing and signed by both parties.

1. **Agreed Work.** The agreed Work shall include:

The technical specifications, and/or drawings applicable to this Work Order are:

2. **Deadline for Performance.** Contractor shall complete performance of the Work specified herein on or before _____. The parties agree that the “per day” amount for Liquidated Damages, as defined in Contract, shall be _____. The Date of Commencement is: [select one] _____ the date on which both parties duly execute this Work Order or _____ will be fixed in a Notice to Proceed issued by the Owner.

Place of Performance. Contractor shall perform the Work specified herein at the following _____ location(s):

3. **Work Order Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$_____, as specified in the Work Order Price Proposal attached hereto as Exhibit 1.

4. Contractor’s Key Personnel for Work Order:

5. Contractor’s Authorized Representative. Contractor’s authorized under this Work Order is:

6. **Owner’s Authorized Representative.** Owner’s authorized representative for acceptance of any completed Work under this Work Order is:

7. **Bonds.** Any and all statutory Payment and Performance bonds required for this Work Order shall be furnished to CISD prior to commencement of any work.

All bonds shall comply with the requirements of Chapter 2253 of the Texas Government Code.

AUTHORIZED AND ACCEPTED:

CONTRACTOR/_____

By: _____

Date: _____

Name:_____

Title: _____

Address: _____

Phone: _____

OWNER/CONROE INDEPENDENT SCHOOL DISTRICT

By: _____

Date: _____

Name:_____

Title: _____

EXHIBIT 1: Contractor's Work Order Price Proposal, dated: _____

FORM A - ADJUSTMENT FACTOR PROPOSAL FORM

Proposer (Company) Name: _____

The proposer shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors will result in the Proposal being deemed non-responsive. The Contractor shall perform the Tasks required by each individual Work Order using the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier	= Total
1.	Adjustment Factor for Normal Working Hours	___ . ___ _ _ _ _	X 0.30	= ___ . ___ _ _ _ _
2.	Adjustment Factor for Other Than Normal Working Hours	___ . ___ _ _ _ _	X 0.60	= ___ . ___ _ _ _ _
3.	Adjustment Factor for Non Pre-priced Tasks	___ . ___ _ _ _ _	X 0.10	= ___ . ___ _ _ _ _
4.	<p>Add all the Total amounts in the right column.</p> <p>The Sum of these Total amounts is the Award Criteria Figure.</p>			= ___ . ___ _ _ _ _

Notes To Proposers:

- Specify lines 1 through 4 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- The Other Than Normal Working Hours Adjustment Factor must be greater than or equal to the Normal Working Hours Adjustment Factors.
- The Non Pre-priced Adjustment Factor must be greater than or equal to 1.0000.
- The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by CISD that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.
- When submitting Work Order Price Proposals related to specific Work Orders, the proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

Signature_____
Print name_____
Date

FORM B - EXPERIENCE AND REPUTATION

All proposers shall submit at least three (3) references from companies, agencies and/or school districts for which proposer has provided similar services. Proposals submitted without three (3) references may be disqualified from consideration.

Proposer shall provide this form to the Reviewer. The Reviewer completes this form and signs the form. Reviewer places the form in an envelope and seals the envelope. List the form name, Proposer name and CSP number on the outside of the envelope. This unopened, sealed, envelope is to be returned as part of the Proposers Proposal package.

**This Requested Reference is for
Conroe ISD Maintenance, Repair and Operations Program
Trade: Plumbing**

For the Client Providing the Reference: please provide the following reference information:

Name of Agency or School District: _____

Name of person providing this reference: _____

Title of person providing this reference: _____

Phone Number: _____

Email Address: _____

Project Description: _____

Project Value: _____

Please rate the requesting Contractor's performance in the areas noted below on a Scale of 1-3, with 1 indicated where they did not meet your expectations and 3 being where they exceeded expectations. Please provide comments, as necessary. Please indicate N/A (Not Applicable) for any question that does not apply.

Criteria	Rating
Timely Response to your Request for Services	
Contractor's adherence to Construction Schedule	
Quality of Construction	
Contractor's Cleanup	
Contractor's Communications	
Total Points:	
Comments: (add additional pages if necessary)	

Signature of person providing this reference: _____

FORM C - SAFETY RECORD

This information must include all construction work undertaken by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. The proposer may attach any additional information or explanation of the data which he would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

CONTRACTOR'S SAFETY RECORD

3-Calendar Years Prior to Current Year

	2016	2015	2014	2013
Number of injuries without lost days				
Number of lost workdays due to injuries				
Number of days of restricted work activity due to injuries				
Number of fatalities*				

* Describe all fatalities:

FORM D - FINANCIAL CAPABILITY

List Banking Reference:

Bank Name: _____
Bank Address: _____
Bank Officer Name: _____
Bank Officer Phone Number: _____
Years with this Bank: _____

Attach statement(s) for all Company bank accounts for the past 3 months.

Free of Indebtedness Statement:

The Texas Education Code (Section 44.044) provides that school districts, by resolution of the Board of Trustees, may establish regulations requiring that persons or entities entering into a contract and/or agreement or transaction with the District not be indebted to the District. The Board of Education has approved a resolution establishing policy that requires that the awarded, or selected, suppliers be free of any indebtedness to the District. The following information must be completed by individual and/or business entities.

List all the tax account numbers for all property taxes due the Conroe Independent School District:

_____	_____
_____	_____
_____	_____

Are all City, County, and Conroe Independent School District property taxes, both real and personal, assessed against property owned by individual and/or business entity paid?

☐ Yes ☐ No

If you answer "no" to this question, provide detail of the amounts due the District and your current plan to satisfy this indebtedness.

I attest that I have answered the questions regarding indebtedness to the Conroe Independent School District truthfully and to the best of my knowledge.

Signature

Print name

FORM E - PERSONNEL

List all personnel who will be assigned to this Contract. Attach additional pages if necessary.

Primary Contact Name: _____
Position with the Firm: _____
Years with the Firm: _____
Years of Experience as a Contractor: _____
Years of Experience in this specific Contract Trade: _____
Years of Experience with School Districts: _____
List any Certifications, Degrees, Other Relevant Information: _____

On-Site Personnel Name: _____
Position with the Firm: _____
Years with the Firm: _____
Years of Experience as a Contractor: _____
Years of Experience in this specific Contract Trade: _____
Years of Experience with School Districts: _____
List any Certifications, Degrees, Other Relevant Information: _____

On-Site Personnel Name: _____
Position with the Firm: _____
Years with the Firm: _____
Years of Experience as a Contractor: _____
Years of Experience in this specific Contract Trade: _____
Years of Experience with School Districts: _____
List any Certifications, Degrees, Other Relevant Information: _____

FORM F - PRIOR EXPERIENCE WITH CISD

List Projects previously completed or currently under construction for Conroe ISD. If none, indicate "N/A"

Name of School: _____
Name of CISD contact person: _____
Title of CISD contact person: _____
Project Value: _____
Project Description: _____

Name of School: _____
Name of CISD contact person: _____
Title of CISD contact person: _____
Project Value: _____
Project Description: _____

Name of School: _____
Name of CISD contact person: _____
Title of CISD contact person: _____
Project Value: _____
Project Description: _____

Name of School: _____
Name of CISD contact person: _____
Title of CISD contact person: _____
Project Value: _____
Project Description: _____

CONROE ISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and returned to Conroe ISD via email or regular mail).

Conroe ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Conroe ISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to Conroe ISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
 - a) who has a controlling interest in a business entity with whom CISD contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person’s participation;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Proposers must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized. The completed Form 1295 with the certification of filing must be filed with Conroe ISD by attaching the completed form to the proposal in the Response Attachment section of the Conroe ISD eBid System.

Conroe ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After Conroe ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from Conroe ISD.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Your Company Name Goes Here

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

CISD RFQ# and Title of project

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
SAMPLE ONLY!			
Vendor must complete form electronically on Texas Ethics Commission's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm			

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

DEBARMENT

**Certification Regarding Debarment, Suspension,
Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions**

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.

- (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 comply with any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

EDGAR CERTIFICATIONS

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Conroe Independent School District ("CISD") ("District") expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and [name of vendor] ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, 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.

Pursuant to Federal Rule (A) above, when CISD expends federal funds, CISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor _____

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when CISD expends federal funds, CISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. CISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if CISD believes, in its sole discretion that it is in the best interest of CISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by CISD as of the termination date if the contract is terminated for convenience of CISD. Any award under this procurement process is not exclusive and CISD reserves the right to purchase goods and services from other vendors when it is in CISD's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor _____

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 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 Part, 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 part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when CISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor _____

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report

all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when CISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (E) above, when CISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by CISD resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by CISD, Vendor certifies that during the term of an award for all contracts by CISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (G) above, when federal funds are expended by CISD, Vendor certifies that during the term of an award for all contracts by CISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions 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." SAM Exclusions 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by CISD, Vendor certifies that during the term of an award for all contracts by CISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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 up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by CISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by CISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by CISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it 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.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When CISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of CISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

CISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor _____

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

FELONY CONVICTION NOTIFICATION

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

BIDDER'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

PLEASE CHECK THE APPROPRIATE STATEMENT:

_____ My firm **is a publicly held corporation**, therefore, this reporting requirement is not applicable.

_____ My firm **is neither owned nor operated** by anyone who has been convicted of a felony.

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

NON-COLLUSION STATEMENT

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

Bidder_____

Address_____

Phone_____

Fax Number_____

Offeror (Signature)_____

Offeror (Print Name)_____

Position With Company_____

Signature of Company Official
Authorizing This Proposal_____

Company Official
Print Name_____

Official
Position_____

National Criminal History Certification (Supplier Employees)

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Supplier"), I certify that
(check one):

☐ None of Supplier's employees are *covered employees*, as defined above. If this box is checked, I further certify that Supplier has taken precautions or imposed conditions to ensure that Supplier's employees will not become *covered employees*. Supplier will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

- ☐ Some or all of Supplier's employee are *covered employees*. If this box is checked, I further certify that:
1. Supplier has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 2. If Supplier receives information that a covered employee subsequently has a reported criminal history, Supplier will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
 3. Upon request, Supplier will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
 4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Supplier agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Date

STATE OF TEXAS §

COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENT:

THAT _____ of the City of _____ County of _____ and State of _____, as principal, ("Principal") and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, ("Surety") are held and firmly bound and obligated to **Conroe Independent School District** ("Owner"), in the penal sum of dollars (\$_____) for the payment whereof, the said Principal and Surety jointly and severally bind themselves, and their heirs, administrators, executors, successors and assigns, for the performance of the Contract (as hereinafter defined), by these present:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2015, ("Contract") to commence and complete the construction of certain improvements described as the **East Transportation Paving Improvements Montgomery County, Texas** which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, for the covenants set forth herein and other good and valuable consideration, the Principal and Surety agree as follows:

As a condition of the obligations set forth herein, if the said Principal shall faithfully perform said Contract; shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed; fulfill all obligations as required by the Contract; and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

However, if the Principal does not fulfill the Contract or otherwise default under the Contract and the Owner has declared the Principal in default and formally terminates the Principal's right to complete the Contract, the Surety's obligation under this performance bond shall arise upon written notice from the Owner of such default by Principal. In the event of default and assumption of the obligations by the Surety, upon satisfactory completion of the Project (as defined in the Contract), the Owner agrees to pay to the Surety the balance of the Contract Price (as defined in the Contract), such balance being the difference between the full Contract Price and the amount previously paid to the Principal. The Surety shall perform or shall arrange for a contractor, such contractor to be agreed upon by Owner, to undertake and complete the performance of the Work (as defined in the Contract) under the Contract. If the Surety does not proceed as set forth herein with reasonable promptness, the Surety shall be deemed to be in default on this performance bond fifteen (15) days after written notice from the Owner to the Surety demanding that the Surety perform its obligations under this performance bond. In the event that the Surety is deemed to be in default, the Owner may pursue any remedies in equity or at law.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligations on this performance bond, and it does hereby waive notice or any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

IT IS FURTHER PROVIDED herein that pursuant to this undertaking, the Principal hereof and the Surety shall both be bound for such period of warranty as shall be expressed and set out in the Contract Documents (as defined in the Contract).

This performance bond shall be performable in the State of Texas and shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Exclusive venue for any proceeding shall lie in a court of competent jurisdiction in Harris County, Texas.

IN WITNESS WHEREAS, the Principal and Surety have signed and sealed this instrument this, the _____ day of _____, 2015.

Principal	Surety
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____

The name and address of the Resident (Registered) Agent of Surety is:

This bond having been reviewed, is accepted by **Conroe Independent School District**, (Owner) on this, the _____ day of _____, 2015.

Conroe Independent School District

ATTEST:

STATE OF TEXAS §

COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENT:

THAT _____ of the City of _____ County of _____ and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto **Conroe Independent School District** (Owner), in the penal sum of _____ dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these present:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2015, to commence and complete the construction of certain improvements described as the **East Transportation Paving Improvements Montgomery County, Texas** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this, the _____ day of _____, 2015.

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident (Registered) Agent of Surety is:

This bond having been reviewed, is accepted by **Conroe Independent School District**, (Owner) on this, the _____ day of _____, 2015.

Conroe Independent School District

ATTEST:

11 Greenway Plaza, 22nd Floor
Houston, Texas 77046
Phone: 713.965.0608
Fax: 713.961.4571
PBK.com

March 8, 2016



Mr. Easy Foster
Director Planning & Construction
Conroe Independent School District
3205 W. Davis, Conroe, Texas 77304

Re: **Prevailing Wage Rates 2016**

Dear Easy:

Enclosed for your use is a current Prevailing Wage Rate schedule for school construction in the Texas Gulf Coast area. PBK executed this study in 2016 in strict accordance with Chapter 2258 of the Texas Government Code, the applicable statute for Prevailing Wage Rates.

Please feel free to use this document on any of your construction projects whether designed by PBK or any other architectural firm. Please include all three of the attached pages in your specifications. The Prevailing Wage Rates shown are effective March 1, 2016.

We hope the enclosed information proves useful. Please feel free to call if you have any questions.

Sincerely,
PBK Architects, Inc.

A handwritten signature in purple ink, appearing to read "Ian Powell", is written over a faint, circular, light purple watermark or seal. The signature is fluid and stylized.

Ian Powell, AIA, LEED AP BD+C
Partner

Cc: Donna Range
Enclosures

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

2258.021. Right to be Paid Prevailing Wage Rates.

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

2258.023. Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty.

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates - School Construction Trades

Effective March 1, 2016

Texas Gulf Coast Area

Classification	Hourly Rate
Asbestos Worker	\$15.42
Bricklayers; Masons	\$18.34
Carpenters/Caseworker	\$21.50
Carpet Layers/Floor Installers	\$20.03
Concrete Finishers	\$16.13
Data Comm / Telecom Installer	\$23.50
Drywall Installers; Ceiling Installers	\$16.69
Electricians	\$22.44
Elevator Mechanics	\$30.00
Fire Proofing Installer	\$19.13
Glaziers	\$19.87
Heavy Equipment Operators	\$18.18
Insulators	\$16.16
Ironworkers	\$18.14
Laborers, General	\$11.81
Lather / Plasterer	\$18.03
Light Equipment Operators	\$15.21
Metal Building Assemblers	\$17.53
Millwrights	\$20.69
Painters/Wall Covering Installers	\$15.75
Pipefitters	\$25.70
Plumbers	\$26.50
Roofers	\$18.80
Sheet Metal Workers	\$20.46
Sprinkler Fitters	\$25.10
Steel Erector	\$19.33
Terrazzo Workers	\$19.67
Tile Setters	\$19.83
Waterproofers/Caulkers	\$19.00

This document was developed by PBK Architects, Inc., in strict accordance with the Texas Government Code, Chapter 2258.

Prevailing Wage Rates Worker Classification Definition Sheet

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers/Masons	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials & accessories.
Carpenter / Caseworker	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer / Floor Installer	Worker who installs carpets and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Comm / Telecom Installer	Worker who installs data/telephone & television cable and associated equipment and accessories.
Drywall / Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids & ceilings.
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems & HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back-filler, power operated shovel, winch truck, all trenching machines.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete Rebar.
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, hauling, digging, clean-up.
Lather / Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyor.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter / Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Rofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Steel Erector	Worker who erects and dismantles structural steel frames of buildings and other structures.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Waterproofer / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.