



**COMPETITIVE SEALED PROPOSALS**  
**CSP # 13-02-07**  
**JOB ORDER CONTRACT FOR ROOFING SERVICES**

The Houston Independent School District ("HISD" and/or the "District") is soliciting proposals for Job Order Contract for Roofing Services as more fully set out in the Scope of Work and Specific Conditions and Specifications sections of this Competitive Sealed Proposal ("CSP"). An original, five copies and one electronic copy of the proposal shall be submitted in accordance with the instructions set out herein to:

Houston Independent School District  
Board Services  
4400 West 18<sup>th</sup> Street 1<sup>st</sup> floor  
Houston, TX 77092

Each set of the proposal shall be submitted in a binder. The original proposal should be labeled "ORIGINAL" and contain original signatures. The copies of the original are to be labeled "COPY."

Each binder and any container for the binder(s) should be labeled on the outside with the Proposer's name, address, the CSP number and the CSP name.

**Proposals will be received at the above address until 2:00 PM, February 20, 2013. A pre-proposal conference will be held in conjunction with the CSP on February 12, 2013 at 10:00 AM at Construction, Facilities Services, 3200 Center Street, Houston, Texas 77007.** Submitting proposals prior to the pre-proposal conference is not recommended, and such proposals may be rejected by HISD. A more detailed timeline is set out in the Instructions, Submission Requirements and Procedures section of the CSP. HISD shall receive, publicly open, and read aloud the names of the proposers and any monetary proposals made by the proposers. Proposals received after the Proposal due date and time will not be considered.

Faxed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the proposal due date and time. HISD will not be responsible for proposals delivered late by the United States Postal Service, or any other delivery or courier services. All proposals must remain open for one hundred twenty (120) days from the proposal due date pending acceptance by HISD.

**The District will award this CSP to one or more suppliers, based upon the evaluation of all proposals received.** More details regarding evaluation of proposals are included in Section III, which is the Scope of Work and Specific Conditions section of this CSP.

*Christopher Gross*

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Christopher L. Gross, C.P.M.  
General Manager – Procurement Services

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Date

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## I. INSTRUCTIONS, SUBMISSION REQUIREMENTS AND PROCEDURES

**1.1 GENERAL INFORMATION:** The following instructions by the District are intended to afford Proposer(s) an equal opportunity to participate in the proposal process and provide a predetermined set of criteria representing the District's business and service requirements. This proposal is governed by Texas Education Code (TEC), Texas Government Code, other applicable Texas state statutes, and all local Board of Education (Board) policies.

**1.1.1 CODE OF SILENCE:** The Board of Education (Board) has adopted Board Policy CAA (Local) a "Code of Silence" to enforce its commitment to ethical contracting standards and improve accountability and public confidence. It is important to avoid both the appearance of conflicts and actual conflicts of interest.

**1.1.2** The Code of Silence" shall mean a prohibition on any communication regarding any CSP, bid, or other competitive solicitation between:

1. Any person who seeks an award from the District or its affiliated entities (including, but not limited to, the HISD Foundation and the HISD Public Facility Corporation), including a potential vendor or vendor's representative, and
2. Board members, the Superintendent of Schools, senior staff members, principals, department heads, directors, managers, or other District representatives who have influence in the evaluation or selection process.

Board Policy CAA (Local) pertaining to the "Code of Silence" is attached. Please review it carefully and ensure that the policy is followed in all respects. Proposer(s) agree and understand that noncompliance with the "Code of Silence" policy may result in disqualification from this CSP.

([http://cms7.houstonisd.org/PolicyAdministration/Home/Governance/E-Rate/CAA\\_LOCAL.pdf](http://cms7.houstonisd.org/PolicyAdministration/Home/Governance/E-Rate/CAA_LOCAL.pdf))

**1.1.3** By submitting a proposal, Proposer(s) agree to provide the goods/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.

**1.1.4** The designated project manager during the proposal process shall be Elvis Eaglin ("Project Manager"), Procurement Services, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092, phone 713-556-6526, [email eeaglin@houstonisd.org](mailto:eeaglin@houstonisd.org).

**1.1.5** Questions concerning the CSP will be answered only if sent to the Procurement Services Department, in writing via email to [eeaglin@houstonisd.org](mailto:eeaglin@houstonisd.org), on or before 1:00 PM, February 14, 2013. Responses to written questions submitted prior to the pre-proposal conference will be read at the pre-proposal conference and included in the first addendum along with additional information including questions from the pre-proposal conference. Additional questions submitted in writing to the Project Manager that come after the pre-proposal conference, up to and prior to the deadline, will be in another addendum with other written questions that are submitted to the Project Manager. All addendums will be posted on the HISD procurement website. The District reserves the right to respond to any question as determined by the District.

The Board of Education has approved a resolution establishing policy that requires that the awarded, or selected, Supplier(s) are expected to have paid all assessed taxes and be free of any indebtedness to the District before a project is awarded.

Proposer(s) shall provide the District with a statement concerning any indebtedness, including personal and real property taxes, when submitting responses.

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1.1.6 In an effort to encourage minority and women owned businesses to participate in HISD business and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Proposer if it is in the best interest of the District.

1.1.7 All costs related to the preparation and submission of this proposal shall be paid by the Proposer. Issuance of this CSP does not commit HISD, in any way, to pay any costs in the preparation and submission of the proposal. Nor does the issuance of the CSP obligate HISD to award, enter into an agreement, or purchase any goods and services stated in the CSP.

### **1.2 DEFINITIONS AND TERMS:** In this CSP, terms are used as follows:

1.2.1 Agreement is defined in Section II, General Terms and Conditions.

1.2.2 HISD, owner, district, and/or government entity refers to Houston Independent School District.

1.2.3 Proposer refers to the person/firm that submits the proposal to this CSP.

1.2.4 Project means the Scope of Work for furnishing goods and services.

1.2.5 Proposal refers to the document submitted by an entity that addresses the scope and requirements of this CSP.

1.2.6 CSP refers to this Competitive Sealed Proposal.

1.2.7 Scope of Work is set forth in Section III, Scope of Work and Specific Conditions.

1.2.8 Supplier and/or Vendor refer to the firm/entity to whom a contract is awarded pursuant to this CSP.

1.2.9 Singular terms shall include the plural and vice versa. A gender reference includes both genders.

1.2.10 Job Order Contract (JOC) is a contracting method that allows for services where the work is for indefinite time and indefinite quantities and where orders are awarded substantially on the basis of pre-described and pre-priced tasks.

1.2.11 Job Order refers to the contractual instrument issued that authorizes specific work to be accomplished under this procurement.

1.2.12 Unit Price Book (UPB) refers to a comprehensive list of construction line items showing the predetermined price that will be paid per unit of each line item.

1.2.13 Coefficient is a numerical factor that defines how much the contractor will be paid to cover overhead, profit, and any other costs that are not included in the UPB line item prices.

**1.3 SPECIFICATIONS:** Proposer(s) are expected to examine and be familiar with all requirements and obligations of this entire CSP. Failure to do so will be at the Proposer(s) risk. The evaluation criteria for the award of this CSP are set forth in the Scope of Work and Specific Conditions Section of this CSP at paragraph 3.3. All exceptions to the specifications and requirements of the CSP must be noted in detail in the Proposal Exception Form (Form E hereto) and included in the proposal.

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## 1.4 PROPOSAL INFORMATION REQUIRED:

1.4.1 To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

The Proposal shall be submitted in a binder with tabs as set forth below:

### **Title Page**

Show the CSP subject, the name of the Proposer's firm, address, telephone number, name of contact person, and date.

- **Tab 1 – Table of Contents**

Clearly identify the materials by sections and page numbers.

- **Tab 2 – Proposal Submission Forms**

Complete and return Forms A–F set forth in the last Section of this CSP. The set of forms submitted in the proposal marked "ORIGINAL" requires original manual signatures. Copies of the forms bearing original signatures should be included in each additional proposal.

The forms should be submitted in the following order:

1. FORM A: Company Information
2. FORM B: M/WBE Participation Forms (Separate Envelope)
3. FORM C: NOT USED
4. FORM D: Pricing Assurance
5. FORM E: Exception Form
6. FORM F: Price Coefficient
7. FORM G: Questionnaire

- **Tab 3 – Profile of the Proposer**

- a. Indicate the number of people in your organization and their level of experience and qualifications and the percentage of their time that will be dedicated to this project.
- b. Provide a list of the Proposer's top ten current and prior two years' clients indicating the type of goods and/or services your organization has provided and/or performed for each client.

- **Tab 4 – Scope Section**

Clearly describe the scope of the services to be provided based upon the information in the Scope of Work and Specific Conditions and Specification Sections stated in the CSP.

### **Tab 5 – Questionnaire Response —**

Respond to the questionnaire included as Form G.

- **Tab 6 – Invoice Procedure**

- a. Describe the firm's invoicing procedure.
- b. Include documentation identifying all of the Proposer's fees.
- c. Payment terms. The District's standard payment terms are 30 days after invoice is received. State any payment discounts that your company offers, i.e., 2% 10 days – net 30; or 5% 7 days – net 30.

- **Tab 7 – Addendums**

Insert all addendums under this section.

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**1.5 SUBMISSION OF PROPOSALS:** The Proposer(s) should propose his/her lowest and best price, (as applicable), on each service which is the subject of this CSP. Proposals shall be submitted in strict compliance with the instructions set out in this CSP.

1.5.1 All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original and in ink.

1.5.2 Proposed prices should be firm (fixed). If the Proposer(s), however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal and should be noted in the Exception Form (FORM E). The economic price adjustment should give the maximum price increase or decrease (either % or \$) and the date and/or event at which the increase would be effective. Additionally, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer may offer that better pricing option as an alternative.

1.5.3 All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Proposer(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered. Proposer(s) must include in the cost proposal all travel and accommodation expenses associated with travel to perform this project. Travel expenses associated with the project must conform to a "reasonableness" test for travel expenditures associated with governmental travel and must be pre-approved by the District before being incurred.

1.5.4 The District's standard freight terms are F.O.B., destination, prepaid and allowed. HISD may specify various and different locations within the District for "destination" during the term of the Agreement, or extension of the term, and prices should include allowances for such freight contingencies. No C.O.D. shipments will be accepted. If the goods are not shipped in accordance with HISD's directions and the instructions set out in the Agreement, the Supplier shall pay to HISD any excess cost incurred by District.

1.5.5 Proposer(s) are required to provide HISD with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.

1.5.6 HISD is exempt from and will not be responsible for payment of any taxes.

1.5.7 Failure to manually sign the required forms of this proposal may result in rejection of the proposal.

1.5.8 A signed submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in this CSP.

**1.6 FINANCIAL INFORMATION:** Proposer(s) may be required to submit a current audited financial statement. The Project Manager will determine the necessity of financial information. In the event the Proposer(s) does not have an audited statement, other information such as an unaudited statement or copies of the Proposer(s)' federal income tax returns, with all amendments, may be required.

**1.7 DISCUSSIONS/NEGOTIATIONS:** HISD shall evaluate and rank each proposal submitted in relation to the published selection criteria and the weighted value for those criteria. HISD shall select the proposer who proposal offers the "best value".

**1.8 BEST AND FINAL OFFERS:** HISD shall first attempt to negotiate a contract with the selected proposer. HISD and its architect/engineer may discuss with the selected proposer options for a scope or time modification and any price change associated the modification. If HISD is unable to negotiate a satisfactory contract with the selected proposer, HISD shall, formally and in writing, end negotiations with that proposer and proceed to the next proposer in



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the order of the selection raking until a contract is reached or all proposals are rejected.

**1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by written or electronic notice received by the Project Manager prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a Proposer's authorized representative prior to the Proposal Due Date and time, provided the Proposer's identity is confirmed and Proposer's representative signs a receipt for the proposal.

**1.10 OPENING PROPOSALS:** A formal public "opening" will be held as advertised in the newspaper of record. Each proposer's name, monetary proposal, and acknowledgment of addendums. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but HISD's records are subject to the State of Texas Public Information Act requirements.

**1.11 SCHEDULE:** The following schedule and timelines apply to this CSP.

**1.11.1 Proposal Schedule:** HISD desires to contract with Proposer(s), to provide services solicited according to the following schedule, which is subject to change at HISD's discretion.

Timeline	
Release CSP	February 4, 2013
Pre-Proposal Conference	February 12, 2013 at 10:00 AM, Construction and Facilities Services, 3200 Center St., Houston, TX 77007
CSP Due	February 20, 2013 at 2:00 PM
Interviews and Selection	
Selected Proposal(s) Approved	Next regularly scheduled Board meeting after interviews and selection

1.11.2. Proposer(s) are strongly encouraged to attend the pre-proposal conference. The conference will start promptly at the stated time and be moderated by a Procurement Department member. General rules of business meeting protocol will be observed during the meeting. Admittance for individuals arriving late is at the discretion of the moderator. In the event that an individual is admitted late, questions already discussed will not be revisited during the remaining portion of the conference.

Individuals attending the pre-proposal conference will be required to sign an attendance roster. In addition to their name and company name, each person will be asked to supply an email address, telephone number and a fax number for facsimile transmissions, if needed. This attendance roster will be posted as an addendum on the District's website along with the CSP and other related documents.

1.11.3 At the District's discretion, one or more Proposer(s) may be invited to interview, based on a District pre-defined agenda and time line. Said Proposer(s) will be notified by e-mail if the District determines that such interviews are needed. Proposer(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District's CSP requirements.

1.11.4 Award of the Project to Proposer(s) will be confirmed by a fully executed Agreement, an Agreement Letter and/or confirming Purchase Order.

1.11.5 Timelines set forth herein may be strictly enforced by the District. The District, however, maintains sole discretion to adjust any deadline or timeline to suit the best interests of the District.

1.11.6 **Late Proposals:** Responses submitted after the due date and time noted in this CSP shall not be considered and shall be returned to the Proposer(s), unopened, by United States Mail. The District is not responsible

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for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, etc. The time and date stamp clock in the Houston ISD's Board Services Department, Hattie Mae White Educational Support Center, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092, shall be the official date and time of receipt. It shall be the sole responsibility of the Proposer(s) to ensure that his or her bid is received at the appropriate location by the specified deadline. **There shall be no exceptions to these requirements.**

**1.12 RETENTION OF PROPOSAL DOCUMENTATION:** All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of HISD.

**1.13 RESERVATION OF RIGHTS:** The District reserves the right to reject any and all proposals. The District reserves the right in its sole discretion to accept the proposal(s) it considers the best value for the District, and the right to waive any and all minor irregularities in the proposal(s). Additionally, the District reserves the right to waive any requirements of the CSP. The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of the District.

**1.14 APPEAL PROCESS:** Any Proposer(s) that submitted a proposal may appeal the District's award, if the appeal is based on deviations from laws, rules, regulations, or Board of Education policies. Board of Education GF Local applies to Proposer(s) wishing to appeal a proposal and/or award of a contract: Proposer(s) shall submit appeals via U.S. mail or electronic-mail (e-mail), utilizing the District Dispute Resolution Form, to the General Manager – Procurement Services, and appeals must be received no later than 4:00 P.M. on or before the fifteenth (15<sup>th</sup>) business day after Board Award.

## II. GENERAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into this CSP and incorporated into any letter agreement or formal written agreement between HISD and the successful Proposer(s).

### **2.1 AGREEMENT, INTEGRATION, TERM & TRANSITION, PURCHASE ORDER REQUIREMENTS:**

2.1.1 The terms, conditions, specifications, stipulations and requirements stated in this CSP, and any and all Addenda issued by HISD shall become part of the Agreement entered into between the District and the Supplier, unless otherwise determined by the District per the Agreement provisions. The Supplier, as determined by the District, may be required to execute a written contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. **No Supplier shall obtain any interest or rights in any award until the District has executed the Agreement.** The District reserves the right to require any modification, or modifications to the Agreement terms if the modifications are deemed to be in the best interest of the District and do not substantially change the scope of the Board award.

2.1.2 The District does not sign Supplier contract forms. Supplier(s) should be familiar with the District's Agreement form, Agreement letter and/or purchase order and indicate in its proposal that this type of project documentation is acceptable. This information should be included in the transmittal letter. In the event that a project is awarded to a Supplier and the Supplier requests changes to the District standard Agreement form, the District reserves the right to cancel the award and re-award the project to an alternate Supplier(s).

2.1.3 In the event of a license agreement or other contract document requested by the Supplier for execution, the District reserves the right to review and amend such document at the District's discretion.

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2.1.4 The Competitive Sealed Proposal, with all Addenda, those provisions in the proposal that are satisfactory to the District, and the District's Agreement form(s), which may include, but are not limited to a written contract, agreement letter or purchase order constitute the Agreement between the Supplier and the District (collectively, the, "Agreement"). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SUPPLIER FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES. To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) District's Agreement forms (written contract, agreement letter or purchase order as applicable), and (ii) CSP as provided by the District all Addenda, and (iii) any Proposal provisions agreed to by the District.

2.1.5 Unless otherwise provided or required by the District, a standard agreement which results from this CSP shall be for a period of one year from the effective date of the Agreement with an exclusive option by the District to renew on an annual basis thereafter for two additional one-year terms, or as otherwise stated in the Agreement. Alternately, the District may approve longer or shorter terms of agreement upon the mutual consent of the parties. At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period. Should the Agreement with the Supplier terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term.

2.1.6 At the discretion of the District, purchases may require the issuance of an official HISD purchase order from the District's Procurement Services Department. If so required, then all goods provided without a purchase order will be returned at Supplier's expense. All services provided without a purchase order may be considered a contribution to the District.

2.1.7 Once the performance of the Agreement has begun, any change orders or requests will be made in accordance with Texas Education Code Section 44.0411 and applicable HISD procedures and policies. If Supplier acts on the direction of a District employee that is not authorized to make changes, Supplier does so at his or her own risk or peril and risks termination of the Agreement for cause. Also, if a Supplier attempts, or receives, a modification/amendment from a District employee that is not authorized to make changes, the Supplier does this at his or her own risk or peril and risks termination of the Agreement for cause.

2.2 NON-ASSIGNMENT: The Supplier may not assign, sell, or otherwise transfer its interest in the Agreement award or any part thereof, without prior written consent from the District. The Supplier shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Supplier pursuant to this CSP.

2.3. USE OF DISTRICT NAME OR LOGO(S): Supplier may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Board of Education, the Superintendent of Schools, or their designee.

2.4 AUTHORIZATION/PERMITS: The Supplier must have current licenses, permits, fees and similar authorizations required by the City of Houston, Harris County, and the State of Texas to conduct business and provide awarded goods and/or services to the District and, upon the request of the District, must provide copies of all licenses, permits and fees as being paid and current that are required to do business by the city, county and State for the type of business they are seeking to provide to the District. Supplier will maintain all such licenses, permits, fees and similar authorizations current for the duration of the Agreement term.

2.5 SUPPLIER NATIONWIDE CRIMINAL BACKGROUND CHECKS: The Supplier shall require all employees and volunteers of Supplier and its subcontractors who perform work on HISD sites and **who have contact or potential contact with students** to have passed a criminal history background check current within the last year. Additionally, the Supplier shall comply with all other related requirements of State of Texas and federal laws and applicable

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regulations as such laws and regulations may exist through the term of the Agreement. The Supplier shall certify to HISD that the aforementioned criminal history and background checks have been completed and are in compliance with published HISD policies. The Supplier shall furnish the results of such background checks to HISD upon request. In the event that additional security information (e.g., fingerprinting, etc) is required by law during the life of the Agreement, the Supplier will be required to meet these requirements.

### **2.6 SUPPLIER DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION/STUDENT INFORMATION:**

2.6.1 The District reserves the right to audit various Supplier documents as requested by the District. From time to time, the District may desire to audit certain Supplier documents to ensure compliance with the Agreement and/or proposal response. Some audits may include but are not limited to: checking Supplier's invoices, authenticating the origin, Material Safety Data Sheet (MSDS), shelf life of products and/or other similar types of documents. The Supplier agrees to furnish the District, in a reasonable time at a mutually agreeable place, documents requested by the District to perform any such reviews or audits.

2.6.2 HISD, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all Supplier's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this project. Supplier shall preserve all such records for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment relating to this project. If this project is funded from contract/grant funds provided by the U. S. Government or the State of Texas, all documentation, including books, and records shall be available for review and audit by the Comptroller General of the U. S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

**2.7 CONFIDENTIAL AND PROPRIETARY INFORMATION:** The District and the Supplier may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

**2.8 DATA AND PROPRIETARY INFORMATION:** All work, regarding this project, shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and HISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Supplier's personnel in the course of performing the work.

**2.9 TEXAS PUBLIC INFORMATION ACT (TPIA):** Supplier acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the Supplier has clearly marked as confidential and/or proprietary, the District will provide the Supplier with the notices under the TPIA.

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Supplier acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

2.10 STUDENT CONFIDENTIALITY: Supplier acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Any student information provided to Supplier shall be provided in compliance with the requirements and exceptions outlined in FERPA. Supplier must comply with said law and regulations and safeguard student information. Supplier may not disclose student information to a third party without prior written consent from the parent or eligible student. Supplier must destroy any student information received from the District when no longer needed for the purposes of the Agreement.

### 2.12. INSURANCE:

2.12.1 Unless otherwise agreed to by HISD, the Supplier shall carry insurance noted A or better, by A.M. Best with responsible insurance carriers acceptable to HISD and 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 to HISD indicating compliance with this paragraph.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
1. Workers' Compensation and Employer's Liability	Statutory \$100,000 per accident
2. Automobile Liability: Bodily Injury & Property Damage For all owned, non-owned vehicles and hired vehicles.	\$1,000,000 Combined Single Limit
3. Commercial General Liability	\$1,000,000 Combined Single Limit

2.12.2 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. The Supplier shall maintain such insurance in full force and effect throughout the duration of the Agreement. In the event that it is not commercially feasible to maintain insurance during the period required by the Agreement, Supplier shall supply HISD with equivalent assurance to the required insurance, acceptable to HISD.

2.12.3 HISD shall be named as an additional insured on the automobile and commercial general liability policy. HISD shall be named as an alternate employer on the workers' compensation policy. A waiver of subrogation shall be issued in favor of HISD in the workers' compensation, automobile and commercial general liability policies. The Supplier shall provide HISD with original certificates of insurance, acceptable to HISD. 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 HISD. In the event there is a deductible on any policy, the Supplier may be asked to provide evidence to the satisfaction of HISD that it is able to satisfy the deductible.

2.12.4 Notice regarding insurance and **cancellation or changes** should be mailed to:  
Project Manager as stated in Section 1.1.5 of this CSP  
Houston Independent School District  
Procurement Services  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

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

2.13 TAXES: HISD is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, the District will not be responsible for payment of the taxes. The Supplier shall absorb the taxes entirely. The District will supply tax exemption information upon request.

### 2.14 INVOICES/PAYMENT:

2.14.1 HISD standard payment terms are net 30 days after receipt of invoice. Supplier may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Supplier's invoices should be sent to: Houston Independent School District, Controller's Office, Accounts Payable Department, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092.

2.14.2 Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. Supplier's invoices **must** contain the appropriate HISD purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Supplier for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

2.14.3 Invoices should be provided to the District in a timely manner. Supplier is requested to invoice the District within 30 days of providing goods and/or services to the District.

2.14.4 In the event a Supplier presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Supplier.

### 2.15 QUANTITY:

2.15.1 There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by HISD. However, the Supplier shall furnish all required goods and/or services to the District at the stated price, when and if required.

2.15.2 The District's agreement may be offered to other school districts or governmental entities. If applicable and at the discretion of the District, a forecast of planned usage will be issued as part of the project. This forecast is based upon the District's historical usage. If the District exceeds that forecast of usage and the Supplier experiences a higher volume of sales, the District may request a value consideration to compensate the District for said increased sales in the form of a volume usage rebate. Supplier should include, in their proposal, the method(s) they will use to calculate the usage rebate and discuss how the rebate will be calculated and paid.

2.15.3 The District expressly reserves the right to procure any goods or services from other sources or by other means.

2.16 BONDING: At the District discretion, Performance and Payment Bonds may be required on certain projects valued in excess of designated amounts (\$100,000 for Performance Bond & \$25,000 for Payment Bond). The District will determine the necessity of Performance and Payment Bond on a project by project basis. A sample of the Performance Bond and the Payment Bond is shown at <http://apptemp.houstonisd.org/Procurement/WebPDF/BondGroup.pdf>. The procurement Project Manager will advise

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potential Proposers if a particular project requires bonding.

**2.17 GOVERNING LAW:** Any agreement resulting from this CSP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

**2.18 RELATIONSHIP OF THE PARTIES:** It is understood and agreed that the Supplier is a separate legal entity from HISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of HISD. The Supplier assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

**2.19 NO WAIVER OF IMMUNITY:** The District does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any agreement or contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of HISD. No waiver of a breach of any provision of the contract and/or agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

**2.20 INDEMNIFICATION: THE SUPPLIER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND HISD AND EACH OF IT'S RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COSTS AND EXPENSES INCURRED BY HISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY SUPPLIER AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH SUPPLIER'S PERFORMANCE OF THE AGREEMENT.**

**All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.**

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

**2.21 NOTICE:** Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: ***Supplier's Contact Name and Address as listed in Form A***

To: Houston Independent School District  
Attn: Superintendent of Schools

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4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

Copy To: Mr. Christopher L. Gross, C.P.M.  
General Manager – Procurement Services  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

2.22 SECTION HEADINGS: The headings of sections and paragraphs contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

2.23 THIRD PARTY BENEFICIARIES: Nothing relating to this project shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against HISD or the Supplier(s).

2.24 DISPUTE RESOLUTION: At the option of the District, the Supplier and the District agree that prior to filing any suit, administrative proceeding, or other legal proceeding, related to this Agreement, each party shall submit any and all disputes to the alternative dispute resolution process of non-binding mediation. The Supplier and the District further agree to attend the mediation and to participate in settlement negotiations in a good faith effort to resolve any and all disputes through a written settlement agreement. The mediation shall take place in Harris County, Texas, and will be conducted by a mediator mutually selected by the parties. If the parties are unable to agree on a mediator, each party shall submit a list of up to three names as a mediator along with a curriculum vitae and costs associated with each name submitted. Each party will alternate in striking one name from the list until only one name remains. The remaining name will be the agreed upon mediator. HISD will have the first opportunity to strike a name from the list. All fees and costs of the mediator shall be shared equally between the parties. No formal record shall be made of the mediation.

### 2.25 TERMINATION:

2.25.1 The District reserves the right to terminate, without cause and for any reason, the Agreement resulting from this CSP upon thirty (30) calendar days prior written notice, or five (5) days prior written notice for cause.

2.25.2 HISD also has the right to terminate the Agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Supplier of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

### 2.26 DEFECTIVE/NON-CONFORMING WORK:

2.26.1 If, following seven (7) calendar days of a written notice to a Supplier identifying defective or nonconforming work, the Supplier or its subcontractors fail to correct such defective or nonconforming work, HISD may order the Supplier to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Supplier or its subcontractors.

2.26.2 Should the Supplier not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of HISD's order to stop further work, as set forth above, HISD may cause the removal, repair or correction of the defective or nonconforming work and may charge all associated costs of the same to the Supplier.



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**2.27 DEFAULT CONDITIONS:** If the Supplier: (i) breaches any provision of the Agreement; (ii) , becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, "event(s) of default"), HISD will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) days prior written notice to the Supplier. HISD will then be relieved of all obligations, except to pay the reasonable value of the Supplier's prior performance, satisfactory to HISD (at a cost not exceeding the agreement rate and subject to any claims, costs and expenses incurred by HISD as a result of Supplier default). In the event of default, HISD is expressly authorized to obtain the goods or services that would have been provided by Supplier under this Agreement from an alternative source. The Supplier will be liable to HISD for all costs exceeding the Agreement price that HISD incurs in completing or procuring the services and goods as provided for in the Agreement. HISD's right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

**2.28 WARRANTIES:** SUPPLIER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE AGREEMENT RESULTING FROM THIS CSP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE CSP AND RESULTING AGREEMENT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. SUPPLIER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING AGREEMENT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE AGREEMENT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S PROCUREMENT GENERAL MANAGER.

**2.29 USE BY OTHER GOVERNMENT ENTITIES:** The Texas Education Code 44.031 (a)(4) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded Agreement. In the event HISD allows another governmental entity to join the Agreement, it is expressly understood that HISD shall in no way be liable for the obligations of the joining governmental entity.

**2.30 THIRD PARTIES:** Nothing in this CSP shall create a contractual relationship with or a cause of action in favor of a third party against either HISD or the Supplier.

**2.31 UNENFORCEABLE SECTIONS:** If any portion of this CSP or any Agreement is deemed to be unenforceable, the remainder of the CSP and Agreement shall be construed as if such unenforceable provisions had never been contained therein.

**2.32 MWBE PARTICIPATION GOAL:** The Supplier shall report their MWBE participation goal as a percent of the total compensation. This information shall be identified per firm, discipline and participation.

**2.33 SUBCONTRACTING:** The Supplier shall not subcontract services provided in this CSP without prior written approval by HISD.

**2.34 WORK STOPPAGE:** In no event shall HISD be liable or responsible to the Supplier or any other person for our on account of, any stoppage or delay in work.

**2.35 HAZARDOUS MATERIALS:** In the performance of the Supplier's services, the Supplier shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the

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atmosphere or any water course or ground water. Supplier shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Supplier's activities.

**2.36 BUSINESS ETHICS:** During the course of the project awarded by this CSP, the Supplier will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over \$50, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of HISD, its authorized agents and representatives, or to family members of any of them. At any time the Supplier believe there may have been a violation of this obligation, the Supplier shall notify HISD of the possible violation. HISD is entitled to request a representation letter from the Supplier, its subcontractors or vendors at any time to disclose all things of value passing from the Supplier, its subcontractors or vendors to HISD's personnel or its authorized agents and representatives.

**2.37 BUSINESS CERTIFICATES/HISD TAXES:** All individuals or entries entering into a contract with HISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

**2.37.1 Corporations:** (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and taxes are paid.

**2.37.2 Partnerships and Joint Stock Companies, and Limited Liability Partnerships:** (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be, properly registered with the Texas Secretary of State in accordance with the Texas Secretary of State in accordance with TITLE 105 – PARTNERSHIPS and JOINT STOCK COMPANIES, CHAPTER ONE- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED PARTNERSHIP ACT, Article 6132a-1, "Texas Revised Limited Partnership Act. All partners in a partnership must file a "Certificated of Limited Partnership" with the secretary of state, which shall be made available for inspection upon request.

**2.37.3 Entities whether, Corporate, Partnership, or Sole Owner must be current on HISD Property Taxes:** If commercial personal property is located within HISD's jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22k Section 22.01 of the Texas "PROPERTY TAX CODE".

**2.38 ATTORNEY FEES:** In connection with HISD's defense of any suit against it and/or HISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this CSP or any agreement, in which HISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, HISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

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### III. SCOPE OF WORK AND SPECIFIC CONDITIONS

#### 3.1 Scope of Work

- A. Project Description: The project is for work described above as "JOC." The procurement covers a wide variety of construction, repair, and maintenance tasks for roof projects with pre-determined unit prices. The roofing projects may be of a recurring nature, with indefinite delivery times and/or indefinite quantities at various locations in the District. A one year contract with two renewal options will be developed for this program in support of the Houston Independent School District (HISD). HISD policy establishes that JOC contracts can be used to provide work, which in combination does not exceed \$1,000,000 at any individual school over the course of a year and each project may not exceed \$300,000. The HISD has over 300 school facilities wherein these services may be used and which may be covered by this project.
- B. Performance Period: The performance period will be from approximately March 2013 thru February 2014, except that for any Job Order issued within 90 days of end date, the performance period shall be extended for 90 days following the issuance of that Job Order. If deemed to be in the best interests of the District according to potential future needs, the District may issue up to two (2) contract renewals under the same terms and conditions as the base contract. The District also reserves the right to annually review the coefficient pricing in the marketplace and negotiate adjustments mutually beneficial to all participating entities. The District may automatically exercise these additional options upon expiration of a twelve-month period since the start of the last contract term. This in no way implies that the District is obligated to extend this contract past the base year and any future decision to do so is entirely at the discretion of the District.
- C. Contract Values: This procurement has no guaranteed minimum amount over the life of the contract.
- D. Job Order Values: It is expected that typical Job Orders issued under this contract will range from \$100 to \$300,000. Job Orders lesser or greater than those amounts may be issued in a single Job Order for more than one building and more than one Job Order may apply to a single building. It should be noted that each entity must decide the amount of work to be carried out under JOC contracts. The HISD Board of Education has approved a policy that allows JOC contracts up to \$1,000,000 in aggregate at any individual school over the course of a year.
- E. Overview of Contractor(s) Responsibilities: A.) During the contract period, the Issuing Authority will identify individual construction, repair, and maintenance requirements and issue Job Order requests for the Contractor(s) to meet those roofing requirements. The Contractor(s) will be required to schedule and attend a site visit, develop a proposal (wherever necessary) and submit it to the Issuing Authority for approval, create a line-item cost estimate using the UPB and a computerized cost estimating system. Once a Job Order is issued by the Issuing Authority, the Contractor(s) will provide all materials, labor, tools, equipment, supervision, project management, and quality control to successfully complete the Job Order in the required time frame. For a detailed description of the ordering procedures, refer to 3.3. Coefficients and Ordering.
- F. Unit Price Book: The unit price book (UPB) for the Contract will be the "Total Bare Costs" column in the 2013 R.S. Means Facilities Construction Cost Data, with certain exceptions that are outlined below.
  - 1. Excluded Line Items: The following R.S. Means divisions are excluded from the UPB:
    - a. Division 01-11, "Summary of Work": Does not apply because these costs are to be included in the Contractor(s)'s coefficient.
    - b. Division 01-21, "Allowances" Does not apply because these costs are to be included in the Contractor(s)'s coefficient.

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- c. Division 01-31, "Project Management and Coordination": Does not apply because these costs are to be included in the Contractor(s)'s coefficient.
- d. Division 01-32, "Construction Progress Documentation": Does not apply because these costs are to be included in the Contractor(s)'s coefficient.
- e. Division 01-41-26, "Permits": Permit costs will be treated as Non-Prepriced items per section 6.c and added to each Individual Job order when appropriate. Building Permit costs shall be paid at actual cost plus profit.
- f. Division 01-74, "Cleaning and Waste Management": Does not apply because these costs are to be included in the Contractor(s)'s coefficient. Special cleaning requirements as requested by HISD will be treated as Non-Prepriced Items.
- g. "Equipment Rental": General-purpose vehicles and tools of the trade are to be included in Contractor(s)'s coefficient. Other equipment costs are already included in the line-item prices. Exceptions will be treated as Non-Prepriced Items per Section 6.C of this document. For purposes of this proposal, all costs of equipment, which are routinely or regularly used as a part of carrying out any aspect of a trade or business are considered to be included in the Contractor(s)'s coefficient and are not treated as an excluded item.
- h. No contingency is to be included, because R.S. Mean's Cost Data and the Contractor(s)'s coefficient represent the actual cost for all work performed.

G. Facility Locations: Any facility that is owned or leased by HISD.

### 3.2 Special Conditions

- A. Contractor(s) Staffing Requirements: The Contractor(s) must assign a staff to this project large enough to handle the actual workload, to include staffing effectively and efficiently handle both seasonal surges and slow periods. The number of proposed personnel, plans for incremental staff increases to meet workload growth, the rationale therefore, and the responsibilities and qualifications of key personnel must be described in the proposal.
- B. Quality Control: The Contractor(s) will be responsible for quality control and must perform all work in accordance with drawings, applicable codes, and construction documents. The Contractor(s) shall submit a quality control plan with their Proposal. The District will periodically observe work, prepare punch lists when required, and participate in a pre-final and final inspection prior to acceptance and approval for payment. However, the Contractor(s) has the ultimate responsibility for quality control.
- C. Asbestos and Lead Paint: Prior to starting work on any Job Order, the Contractor(s) will examine the District's asbestos and lead paint surveys to determine if either of these substances are present in the facility to be worked on. If documentation is not available or not reliable, the Contractor(s) shall have the area tested for asbestos and lead paint by a certified inspector prior to beginning work. All testing and removal actions shall be preceded by an executed Job Order. If removal becomes necessary, the Contractor(s) shall comply with all local, state, and national codes and regulations pertaining to asbestos or other hazardous materials removals, encapsulations, and other actions. Contractor(s) shall submit the appropriate certification form whenever necessary for each individual Job Order.
- D. Subcontracting Goals: The District's subcontracting goals are to have 20% of all work performed by Minority/Woman Owned Business Enterprise (M/WBE). The Contractor(s) should describe their proposed plan to meet this goal in their Proposal under Subcontractor(s) and Supplier Support.

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- E. Schedule: The standard to be met is for all regular Job Orders to be completed within 90 days of the issuance of the Job Order. Contractor(s) shall properly develop and deliver a proposed schedule for the work covered by a Job Order within one week of the issuance of that Order, including identification of the inclusive time when the Contractor(s) anticipates being at each school facility, in order that the District is able to determine if the schedule meets the program requests of the schools. In emergency or non-standard situations, the issuing entity may require that the Job Order be completed on an expedited basis. Expedited orders are to be completed within the timelines agreed to by the issuing entity and the Contractor(s). The District reserves the right to require that some of the work be completed after normal school hours.
- F. Damages for Delays: The Contractor(s) is expected to complete each Job Order on a timely basis. Liquidated damages may be assessed at the option of the Issuing Authority for non-completion based on the number of days agreed to at the execution of the Job Order. The damages will be assessed by dividing one (1) by the number of days in which the Contractor(s) agreed to complete the project, which when divided by 100 will result in a percentage per day delay. The damages are phased in over four days. The following chart will determine the actual penalty per day. All damages are accumulative.

Example: Contractor has 30 days to complete the project but finishes in 35 days. One day ÷ 30 days times 100 equals 3.3% per day damages after the third delay day.

1 <sup>st</sup> day delay	$3.3\% \times .25 =$	8.25%	Damages
2 <sup>nd</sup> day delay	$3.3\% \times .50 =$	1.65%	Damages
3 <sup>rd</sup> day delay	$3.3\% \times .75 =$	2.475%	Damages
4 <sup>th</sup> day and over	$3.3\% \times 1.00 =$	3.3%	Damages
		Total	Damages

Damages may be reduced by the Issuing Authority under extenuating circumstances.

### 3.3 Specifications and Drawings

- A. Technical Specifications: The Contractor(s) shall be required to adhere to all applicable local, state, and national design codes and requirements as well as HISD Standards.
- B. Job Order Scope Definition: As individual work requirements are identified, the Issuing Authority will give a Contractor(s) description of the work requirement as part of the Job Order request package. As a minimum, this document will identify the location of the requirement, describe the work that needs to be done, and outline any special parameters that may apply. On certain occasions, the Issuing Authority will provide the contractor with design documents from an architect or engineer. However, on other occasions, the Contractor(s) will be required to prepare the design documents. The District anticipates that approximately 50 percent of the Job Order requests will come from the Issuing Authority with design documents attached.
- C. Job Order Technical Proposal: When design documents are not provided by the Issuing Authority, the Contractor(s) will be responsible to convert the description of work into a Technical Proposal. The Technical Proposal will consist of a detailed statement of work, shop drawings, plans, detail drawings, and other documents completed to the level of detail that is required for successful completion of the project. The Contractor(s) will adhere to all applicable local, state, and national design codes and requirements as well as the 16 division CSI construction specifications included as part of this document. The Contractor(s)'s drawings must be neat and professional in appearance. The final version of the Technical Proposal will be

## CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

due to the Issuing Authority not later than 14 calendar days from the Job Order site visit, unless otherwise directed by the Issuing Authority. Final approval for acceptance of the Technical Proposal rests with the Issuing Authority. The Contractor(s) will resubmit the Technical Proposal as necessary for changes and refinements. Time extensions past the 14-day completion requirement will be granted only under extenuating circumstances.

- D. As-built Drawings and Shop Manuals: As directed by Issuing Authority, the Contractor(s) will be required to submit two complete sets of as-built drawings to the Issuing Authority within 30 days after project acceptance. As-builts shall be submitted in paper as well as electronic (latest version as of this proposal). The Contractor(s) must also submit three copies of shop manuals at that time if equipment has been installed as part of the Job Order.

### 3.3 Coefficients and Ordering

- A. Cost Coefficients: The Contractor(s) Proposal will contain one Cost Coefficient for work to be done.. The coefficients will contain three decimal places.

1. Job Order Cost Calculation: The price of each Job Order issued under this procurement will be calculated as follows:

$$\begin{aligned} \text{Job Order Price} = & (\text{sum of bare total costs including overhead and} \\ & \text{profit of applicable UPB line items}) \\ & \times (\text{Applicable City Cost Index} \div 100) \times (\text{Cost Coefficient}) \end{aligned}$$

2. Costs to be Included in the Coefficient: The Cost Coefficients will be calculated to include, but not be limited to, the following: general and administrative expenses, labor burden, project overhead, home office overhead, computer software, training costs, salaries, vehicle expenses, profit, bond premiums, mobilization and demobilization, insurance, taxes, contingency, engineering, technical, professional services, and any other costs not set out in the summed costs.

- a. "Project overhead" in the above paragraph is further defined to comprise the following: waste or excess materials, disposal of waste materials, daily and final site clean-up, incidentals, fasteners, costs for purchase of equipment and vehicles, and material delivery costs. Note that the UPB includes divisions 014, 015, and 018 of the R.S. Facilities Construction Cost Data so these items should not be factored into the coefficient.
- b. "Disposal of waste materials" in the above paragraph pertains to waste normally generated during construction. Demolition waste, on the other hand, is not to be included in the coefficient and therefore should be included as needed in individual Job Orders.
- c. "Salaries" in the above paragraph shall be deemed to be prevailing wage rates if/as adopted for the Issuing Authority if such rates are normally required for the work to be done.

- B. Ordering Procedures: This paragraph describes the process that will be used to accomplish work done under this JOC contract.

1. As Job Order packages are, at the option of the District, ready to be issued, the Issuing Authority will submit a Job Order request to the Contractor(s). This request will include as a minimum, the following information: project number, project title, Issuing Authority project manager, District customer point of contact, location, description of work.

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2. Within one working day of receipt of the request, the Contractor(s) shall schedule a site visit with the Issuing Authority project manager. The site visit will be conducted at a mutually agreed upon time, normally not later than three working days from the time of notification.
3. During the site visit, the following will be accomplished:
  - a. Pre-construction site inspection
  - b. Review and validate the description of work
  - c. Develop draft detailed statement of work
  - d. Mark-up existing drawings to show required work (when existing drawings are readily available)
  - e. Discuss project with end-user customer, ensure proposed work meets their objectives
  - f. Establish Contractor(s) due date for the Technical Proposal (when required)
4. The Contractor(s) will keep minutes of the site visit and provide a copy to the District within two working days from the completion of the site visit.
5. The Job Order Technical Proposal will be due from the Contractor(s) as soon as possible, not later than two weeks from the site visit, or as directed by the Issuing Authority.
6. Once the Job Order Technical Proposal has been approved, the Contractor(s) has three working days (or as approved by the District) to submit a detailed line item cost proposal to the Issuing Authority in a sealed envelope (the Issuing Authority will not open the envelope until they have completed their own cost estimate for purposes of comparison).

Note: On occasions when the Issuing Authority provides design documents with the Job Order request package, the Contractor(s) will have one week from the site visit to submit the detailed cost calculation.

7. Once the cost calculation has been submitted, the Issuing Authority will schedule a time to review the Job Order price with the Contractor(s). The purpose of this review is to discuss any differences concerning the quantity or type of line items to be used. It is important to note that the prices of the line items, and the Contractor(s)'s coefficient, will be fixed and not negotiable.
  8. Once the Job Order is approved, the Issuing Authority will issue a signed Job Order to the Contractor(s). The Job Order package will include, as a minimum, the following information: the dollar amount of the Job Order, the approved statement of work, the approved project drawings, the required completion date, and any special conditions that apply to the project (such as exclusion periods, special working hours, special coordination requirements, etc.).
  9. Once issued, the Job Order becomes, in effect, a firm fixed price lump sum contract. In other words, line items will not be added to the Job Order simply because they were previously forgotten or left out. The negotiated price will remain unchanged.
  10. Once the Job Order form is signed by the Issuing Authority and Contractor(s) and dated, it constitutes a notice to proceed. At that point, the Contractor(s) is fully responsible for the scheduling, quality control, safety, and all other aspects of the management of the project. The Issuing Authority will make periodic inspections of the job site to ensure compliance; however, quality control is ultimately the Contractor(s)'s responsibility.
- C. Non-Prepriced Items (NPI): Items that are not listed in the UPB, but within the general scope and intent of the contract, may be added to the contract at any time during the contract period. All non-pre-priced items

## CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

will be priced at cost plus factors 2 and 3 on the proposal form. When the need for an NPI item arises, the Contractor(s) must (1) submit three bona-fide price quotes for the material component of the line item, (2) submit three bona-fide price quotes for the equipment component of the line item, and (3) submit an estimate of the direct labor hours required per unit installed of the line item. The labor estimate will be applied to the appropriate labor rate. These price quotes and labor estimates will be used to determine a unit price for the new line item. The decision to add any item rests solely with the District.

**3.4 EVALUATION FACTORS:** The evaluations committee will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this CSP. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may at the discretion of the Evaluation Committee be eliminated from further evaluation.

Criteria #	Criteria Description	Weighted Value
1	the purchase price (Pricing Coefficient)	45%
2	Qualifications of the Contractor	15%
3	Relevant Experience	8%
4	Safety Record	5%
5	MWBE Plan	10%
6	Cost Savings & Methodology	2%
7	Proposed Personnel	5%
8	Bonding and Stability	3%

#### IV. FORM –A

#### COMPANY INFORMATION

#### **Notice**

This form requires a manual signature after each subsection, a manual signature on the



## CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

final page and a notary attestation at the conclusion of the form, and must be included with the proposal in tab 2 of the Proposal.

STATE OF \_\_\_\_\_

§  
§  
§

COUNTY OF \_\_\_\_\_

### AFFIDAVIT OF OWNERSHIP, CONTROL AND CORPORATE INFORMATION

**BEFORE ME,** THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED

\_\_\_\_\_[FULL NAME]

(HEREAFTER "AFFIANT"), \_\_\_\_\_ [STATE

TITLE/CAPACITY WITH PROPOSAL] OF (PROPOSAL'S CORPORATE/LEGAL NAME), WHO BEING BY ME DULY SWORN ON

OATH STATED AS FOLLOWS:

1. AFFIANT IS AUTHORIZED TO GIVE THIS AFFIDAVIT AND HAS PERSONAL KNOWLEDGE OF THE FACTS AND MATTERS HEREIN STATED;
2. PROPOSER(S) SEEKS TO DO BUSINESS WITH THE DISTRICT IN CONNECTION WITH \_\_\_\_\_ [DESCRIBE PROJECT OR MATTER] WHICH IS EXPECTED TO BE IN THE AMOUNT THAT EXCEEDS \$10,000.
3. THE FOLLOWING INFORMATION IS SUBMITTED IN CONNECTION WITH THE PROPOSAL, SUBMISSION OR BID OF PROPOSER IN CONNECTION WITH THE ABOVE DESCRIBED PROJECT OR MATTER.

### FORM A SUBSECTION I COMPANY INFORMATION

## CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

COMPANY NAME \_\_\_\_\_

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER \_\_\_\_\_

HOME OFFICE \_\_\_\_\_ LOCAL OFFICE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

CONTACT PERSON'S NAME \_\_\_\_\_

CONTACT PERSON'S TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

CONTACT PERSON'S E-MAIL ADDRESS \_\_\_\_\_

1. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN CONTINUOUS OPERATION \_\_\_\_\_

2. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME \_\_\_\_\_

3. DOES YOUR COMPANY PAY TAXES TO THE HOUSTON INDEPENDENT SCHOOL DISTRICT? \_\_\_\_\_

4. ARE YOUR TAX PAYMENTS TO HISD CURRENT? \_\_\_\_\_

5. DOES ANY OFFICER, PARTNER, OWNER, SALES REPRESENTATIVE AND/OR SPOUSE WORK FOR THE

HOUSTON INDEPENDENT SCHOOL DISTRICT

☐ YES ☐ NO

6. TYPE OF BUSINESS ENTITY: ☐ PUBLICLY TRADED CORPORATION ☐ PRIVATE CORPORATION ☐ LIMITED PARTNERSHIP  
☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ NOT FOR PROFIT ENTITY

7. IF CORPORATION, ANSWER THE FOLLOWING QUESTIONS:

DATE OF INCORPORATION \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_

CHARTER NUMBER \_\_\_\_\_

PRESIDENT \_\_\_\_\_

VICE PRESIDENT \_\_\_\_\_

## CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

CORPORATE SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

8. IF PARTNERSHIP OR CORPORATION , DATE OF ORGANIZATION CREATION \_\_\_\_\_

9. IF SOLE PROPRIETOR, NUMBER OF YEARS IN BUSINESS \_\_\_\_\_

10. NUMBER OF YEARS DOING BUSINESS WITH HISD \_\_\_\_\_

11. DO YOU HAVE EXPERIENCE WITH OTHER SCHOOL DISTRICTS? \_\_\_\_\_ YES \_\_\_\_\_ NO

12. IF YES, PLEASE LIST NAMES OF SCHOOL DISTRICTS \_\_\_\_\_

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

13. IS YOUR COMPANY CAPABLE OF PROVIDING A DEDICATED WEBSITE WITH YOUR CATALOG WITH HISD'S PRICING?  
\_\_\_\_\_ YES; \_\_\_\_\_ NO. IF YES, CAN YOUR WEBSITE INTERFACE WITH SAP PUBLIC SECTION 7.0 / ECC  
6.0 OPEN CATALOG INTERFACE (OCI) COMPLIANT? \_\_\_\_\_ YES \_\_\_\_\_ NO.

14. CAN YOUR COMPANY PROVIDE HISD WITH PERIODIC PREFORMATTED FLAT FILE UPDATES OF YOUR CATALOG?  
\_\_\_\_\_ YES; \_\_\_\_\_ NO.

15. NAME AND COMPLETE ADDRESS OF ALL PARTNERS LISTED ON A SEPARATE SHEET AND ATTACHED.

16. IF OTHER THAN CORPORATION OR PARTNERSHIP, DESCRIBE ORGANIZATION AND NAME OF PRINCIPALS:

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

17. MINORITY OWNERSHIP:

IS YOUR FIRM A MINORITY AND/OR WOMAN OWNED FIRM? ☐ YES ☐ NO

PERCENTAGE OF OWNERSHIP THAT IS MINORITY OR WOMAN OWNED \_\_\_\_\_

MARK ALL THAT ARE APPROPRIATE:

☐ ANGLO ☐ AFRICAN AMERICAN ☐ HISPANIC ☐ AMERICAN INDIAN ☐ ASIAN/PACIFIC ISLANDER  
☐ MALE ☐ FEMALE

LOCATION: ☐ HOUSTON ☐ TEXAS ☐ OUT OF STATE ☐ OUT OF STATE WITH LOCAL OFFICE

MARK ALL ORGANIZATIONS THAT HAVE ISSUED YOUR MINORITY STATUS:

☐ THE HOUSTON BUSINESS COUNCIL  
☐ SMALL BUSINESS ADMINISTRATION

## CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

- ☐ DEPARTMENT OF ENERGY
- ☐ DEPARTMENT OF DEFENSE
- ☐ DEPARTMENT OF TRANSPORTATION
- ☐ METRO TRANSIT AUTHORITY
- ☐ CITY OF HOUSTON

18. CHECK ONE OF THE FOLLOWING:

- ☐ PROPOSER WILL PROVIDE GOODS AND SERVICES WITH OWN WORK FORCE
- ☐ PROPOSER WILL PURCHASE GOODS DIRECTLY FROM THE MANUFACTURER OR OTHER SUPPLIER

19. NAME OF STATE WHERE YOUR HOME OFFICE/HEADQUARTERS IS LOCATED: \_\_\_\_\_

IF NOT TEXAS, DOES THE STATE HAVE PREFERENTIAL TREATMENT ON BIDS ☐ YES ☐ NO

IF YES, WHAT PERCENTAGE: \_\_\_\_\_%

20. EQUAL OPPORTUNITY EMPLOYER INFORMATION

THE HOUSTON INDEPENDENT SCHOOL DISTRICT CAN ONLY DO BUSINESS WITH EQUAL OPPORTUNITY EMPLOYERS.

CURRENT TOTAL NUMBER OF EMPLOYEES \_\_\_\_\_ NUMBER OF MALES \_\_\_\_\_ NUMBER OF FEMALES \_\_\_\_\_

OF THE TOTAL NUMBER OF PERSONS CURRENTLY EMPLOYED, PROVIDE THE FOLLOWING INFORMATION:

NUMBER OF ANGLO \_\_\_\_\_

NUMBER OF AFRICAN AMERICAN \_\_\_\_\_

NUMBER OF HISPANIC \_\_\_\_\_

NUMBER OF OTHER MINORITIES \_\_\_\_\_

MEXICAN-AMERICAN / SPANISH SURNAMES

DO YOU ADVERTISE AS AN "EQUAL OPPORTUNITY EMPLOYER"?

☐ YES ☐ NO

DO YOU HAVE A WRITTEN NON-DISCRIMINATORY POLICY OF EMPLOYMENT?

☐ YES ☐ NO

HAS THIS POLICY BEEN CIRCULATED THROUGHOUT YOUR ORGANIZATION?

☐ YES ☐ NO

NAME AND TITLE OF PERSON TO CONTACT REGARDING EQUAL OPPORTUNITY INFORMATION ISSUES:

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

21. LIST YOUR BANKING REFERENCE:

BANK NAME \_\_\_\_\_ OFFICER'S NAME \_\_\_\_\_

BANK ADDRESS \_\_\_\_\_ CITY STATE ZIP \_\_\_\_\_

OFFICER'S TELEPHONE NUMBER \_\_\_\_\_ OFFICER'S FAX NUMBER \_\_\_\_\_

I attest that I have answered the questions regarding company information truthfully and to the best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

## CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

---

PRINTED NAME

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TITLE

# CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

## Form A SUBSECTION II CERTIFICATION AND DISCLOSURE STATEMENT

A person or business entity entering into a contract and/or agreement with HISD is required by Texas Law to disclose, in advance of the contract and/or agreement award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individually owned Company:

Has the owner(s) ever been convicted of a felony?

☐ Yes ☐ No

If a Corporation, Partnership, Limited Partnership, etc:

Has any owner, or partner, of your business entity been convicted of a felony?

☐ Yes ☐ No

Has any manager or director of your entity been convicted of a felony?

☐ Yes ☐ No

Has any employee of your entity been convicted of a felony?

☐ Yes ☐ No

If Yes, give details:

---

---

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence. (Attached additional pages, if necessary.)

I attest that I have answered the questions concerning prior convictions truthfully and to the best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

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

\_\_\_\_\_  
TITLE

# CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

**Form A**  
**SUBSECTION III**  
**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 Houston Independent School District:

_____	_____
_____	_____
_____	_____
_____	_____

Are all City, County, and Houston 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 Houston Independent School District truthfully and to the best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

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

\_\_\_\_\_  
TITLE

# **CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES**

## **Form A SUBSECTION IV**

### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned certifies on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred or suspended by any Federal Agency.

The undersigned agrees to notify the District in the event that the company or any of its key employees are proposed for debarment, debarred or suspended by any Federal Agency or by any State of Texas agency. Notification shall take place within five (5) business days after the company or employee is notified of either debarment or suspension or possible debarment or suspension. Notification shall be sent to Mr. Christopher L.Gross,C.P.M; General Manager – Procurement Services; Houston Independent School District; 4400 West 18<sup>th</sup> Street; Houston, Texas 77092.

I attest that I have answered the questions regarding debarment and suspension truthfully and to the best of my knowledge.

---

CORPORATE OFFICER'S SIGNATURE

---

PRINTED NAME

---

TITLE



# **CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES**

## **Form A SUBSECTION V STATEMENT OF NON-COLLUSION**

The undersigned Proposer does hereby certify:

- a) That all statements of fact in such proposal are true.
- b) That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- c) That such proposal is genuine and not collusive or sham.
- d) That Proposer(s) has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the District or of any other bidder or anyone else interested in the proposed procurement.
- e) That Proposer(s) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.
- f) That Proposer(s) did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.
- g) That Proposer(s) did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information on data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the District, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.
- h) That Proposer(s) did not provide, directly or indirectly to any officer or employee of the District any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i) That no officer or principal of the undersigned firm is related to any officer or employee of the District by blood or marriage within the third degree or is employed, either full or part time, by the District either currently or within the last two (2) years.
- j) That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal anti-trust law in connection with the bidding, award of, or performance of any public work contract and/or agreement with any public entity.

## **CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES**

I attest that I have answered the questions regarding non-collusion truthfully and to the best of my knowledge.

---

CORPORATE OFFICER'S SIGNATURE

---

PRINTED NAME

---

TITLE

# CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

**Form A**  
**SUBSECTION VI**  
**ANTITRUST CERTIFICATION STATEMENT**  
**(Texas Government Code §2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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

Company Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone \_\_\_\_\_

Facsimile \_\_\_\_\_

Proposer Signature \_\_\_\_\_

Proposer Printed Name \_\_\_\_\_

Position with Company \_\_\_\_\_

(IF DIFFERENT FROM ABOVE)

Official Authorizing Proposal

Corporate Officer's Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Position with Company \_\_\_\_\_

# CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

**Form A**  
**SUBSECTION VII**  
**CONFLICT OF INTEREST QUESTIONNAIRE FORM**

<b>CONFLICT OF INTEREST QUESTIONNAIRE FORM</b>		<b>FORM CIQ</b>
<b>For Vendor or other person doing business with local governmental entity</b>		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<div style="border: 2px solid black; padding: 5px;"><b>OFFICE USE ONLY</b>  Date Received</div>	
<b>1. Name of person doing business with local governmental entity.</b>		
<div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><b>2.</b></div><div><input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b></div></div> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<b>3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</b>		
<b>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</b>		

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## CONFLICT OF INTEREST QUESTIONNAIRE FORM

For Vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

- 5 ■ Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C, & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

☐

Yes

☐

No

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

☐

Yes

☐

No

- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

- D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

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

\_\_\_\_\_  
TITLE

## CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Proposer, that Affiant is associated with the Proposal in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

---

Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(seal)

---

Notary Public

# CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

## VI. FORM –B

### M/WBE PARTICIPATION REPORT

The Office of Business Assistance was established by the Board of Education in 1988 to assist minority and women-owned businesses ("M/WBE") to participate in various District business projects. The District's M/WBE participation goals are as follows:

**20% for Purchasing**  
**20% for Construction**  
**25% for Professional Services**

The District requires all M/WBE documents and supporting materials to be completed and submitted with a response to a Request for Proposal. The attached M/WBE form is the approved District form that must be used when submitting your proposal. If the Proposer(s) has an adoptive, operative M/WBE program, information concerning the program should be included and submitted with this Form. Please select the option that is applicable to your proposal and submit ONLY those documents pertaining to the option selected. The form should be submitted with a manual signature by an official from the Proposer's company. Detailed below are descriptions of the three options:

**Option A** is to be used by entities that are certified by one of the following agencies: *City of Houston (MBE and/or WBE only); Houston Minority Supplier Development Council and Women's Business Enterprise Alliance.*

**Option B** is to be used by entities that are not certified, but will directly utilize M/WBE businesses to meet and/or exceed the District's appropriate 20-25% participation goal.

**Option C** is to be used by entities that are not certified and are unable to meet the District's participation goal, but will meet the minimum standards of "Good Faith". (Please see Option C on attached M/WBE form for more details on "Good Faith Efforts" documentation)

To better assist Proposers and/or Suppliers interested in working with the District and to address specific questions on the M/WBE documentation, the Business Assistance Department hosts a meeting the first Monday of each month beginning at 8:30 a.m. at the Hattie Mae White Educational Support Center. For questions regarding the District's M/WBE program, how to complete the attached form, or information on monthly meetings, please contact Business Assistance at (713) 556-7273.

# CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES



## M/WBE PARTICIPATION REPORT

Business Assistance Department

HISD PROJECT NUMBER: \_\_\_\_\_ BID/PROPOSAL DUE DATE: \_\_\_\_\_  
 BID/PROPOSAL TITLE: \_\_\_\_\_  
 NAME OF CONTRACTOR/SUPPLIER: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

**\*Select ONE (1) of the following M/WBE Participation Options below and complete section in its entirety.**

☐ **NON-PROFIT - 501(C)3** entities should check this box and attach a copy of their IRS determination letter and sign and date this form.

☐ **OPTION A - *Certified M/WBE*:** Complete section if proposer is a certified minority and/or woman-owned business enterprise with (i) City of Houston; (ii) Houston Minority Supplier Development Council; and/or (iii) Women's Business Enterprise Alliance.

Current Certification(s): \_\_\_\_\_

Certification(s) Expiration: \_\_\_\_\_

*\*Proposer must attach Certification(s) to this form.*

☐ **Subcontract - M/WBE Proposer will subcontract with other M/WBEs (optional).**

Additional M/WBE Subcontractor Amount: \$ \_\_\_\_\_ Additional M/WBE Commitment: \_\_\_\_\_ %

*\*Proposer must fill out (Table 1) with M/WBE subcontractors.*

☐ **OPTION B - *Subcontract*:** Complete section if proposer will subcontract with M/WBE firm(s) to meet/exceed participation goal.

**HISD Participation Goals - 20% for Purchasing of Goods & Non Professional Services, 20% for Construction and Construction related projects, 25% for Professional Services**

Total Bid/Proposal Amount \$ \_\_\_\_\_ Total M/WBE Participation Amount \$ \_\_\_\_\_ M/WBE Percentage \_\_\_\_\_ %

*\*Proposer must complete (Table 1) below with M/WBE subcontractor information.*

☐ **OPTION C - *Good Faith Effort*:** Complete section if proposer will meet the minimum standards of "Good Faith Effort".

Check appropriate box and submit required documentation for selection.

☐ **Subcontract - Proposer will subcontract with M/WBE firm(s), but will not meet HISD participation goal.**

Total Bid/Proposal Amount \$ \_\_\_\_\_ Total M/WBE Participation Amount \$ \_\_\_\_\_ M/WBE Percentage \_\_\_\_\_ %

*\*Proposer must complete (Table 1) below with M/WBE subcontractor information.*

☐ **Indirect Spend with M/WBE(s) - Procurement of M/WBE Goods & Services in Proposer's daily business operations.**

(i.e. office supplies, marketing/advertising, printing, professional services, consulting services, accounting, etc.)

*\*Proposer must attach their company's supplier diversity program & spend documentation, and/or HISD's Indirect Spend Report.*

☐ **Direct Contact with M/WBE Certifying Agencies, Organizations, Trade Associations, and Newspapers.**

*\*Proposer must attach copies of letters, facsimiles, and telephone logs of at least (5) M/WBE certifying agencies, organizations, trade associations, and/or newspapers contacted to solicit M/WBE participation; Contact must be made at least (5) business days before the bid opening date. \*Proposer must attach documentation of direct contact to M/WBE(s) and the responses received from M/WBE companies.*

**Table 1**

NAME OF M/WBE FIRM	TELEPHONE NUMBER	CONTACT NAME	SCOPE OF SERVICE	AGREED PRICE

### CONSTRUCTION AND CONSTRUCTION RELATED PROJECTS ONLY:

☐ Efforts have been made to subcontract portions of work with various M/WBEs to meet and/or exceed the participation goal.

☐ Efforts to assist M/WBEs in obtaining bonding, lines of credit, or insurance, if required.

Signature of Officer \_\_\_\_\_

Date \_\_\_\_\_

Name of Officer (Print) \_\_\_\_\_



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VII. FORM – C (NOT USED)

VIII. FORM-D

### PRICING AND SERVICE AFFIRMATION

Proposal of: \_\_\_\_\_  
(Proposer Company Name)

To: Houston Independent School District

CSP Number: \_\_\_\_\_

CSP Name: \_\_\_\_\_

Proposer will provide the services to the Houston Independent School District ("HISD") and possibly other governmental agencies (through Interlocal-agreements). Additionally, the focus is on identifying all costs associated with the product/services. HISD is looking to quantify all fees and work towards solutions that minimize costs, while maintaining or improving current service levels. Please see Price Schedule (**Form F**) to this CSP.

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this CSP and any attachments thereto, the undersigned proposes to furnish the services required pursuant to the above- referenced CSP upon the terms quoted below.

#### \_\_.1 **Price and Products/Services Quotation**

The prices quoted shall be HISD's pricing for the service. There shall be no separate or additional charges, fees, handling or other incidental costs associated in the acquisition of the product/services not disclosed herein. Proposer understands that HISD makes no guarantee as to the volume, amount or type of product/services that may be purchased under any Agreement.

Proposer certifies and agrees that all prices and any promotion or rebates quoted in the proposal have been reviewed and are the final proposed price and product/service offering for this initial CSP response.

#### \_\_.2 **Price Assurance**

Proposer agrees that, if Proposer is awarded a contract, equal and identical pricing may be extended to another governmental agency (see section 2.15.2 and 2.29 of this CSP).

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### \_\_3 HISD Payment Terms

HISD's standard payment terms for services are "net 30 days" from receipt of the invoice. Indicate below the prompt payment discount that Proposer will provide to HISD:

### \_\_4 General Terms and Conditions

Proposer agrees to the General Terms and Conditions and all other Terms and Conditions of this CSP unless exceptions are identified in the Exception Form (Form E).

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_days / net 30 days.

Respectfully submitted:

**Company Name:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Corporate Officer's Signature )

**Printed Name:** \_\_\_\_\_

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

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

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### IX. FORM - E

#### EXCEPTION FORM

All deviations and exceptions to this CSP must be expressly stated in this Exception Form (additional pages to this form may be added if necessary). In the absence of any entry on this Exception Form, the Proposer(s) assures HISD of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of the CSP. **THIS EXCEPTION FORM MUST BE SIGNED BY EACH PROPOSER(S) WHETHER THERE ARE EXCEPTIONS LISTED OR NOT, AND SUBMITTED WITH THE PROPOSAL.**

SECTION #, PARAGRAPH # (OR SUBSECTION #) AND PAGE	EXCEPTION

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

\_\_\_\_\_  
Corporate Officer's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Capacity

## CSP # 13-02-07 JOB ORDER CONTRACT FOR ROOFING SERVICES

### IX. FORM – F

#### (PRICE COEFFICIENT)

##### A. Price Proposal Submittal Form

Houston Independent School District

Factor*	Coefficient	
1. All costs – Except items below	_____	
2. Profit/Overhead	_____	
3. Performance and Payment Bonds	_____	
<i>TOTAL Coefficient</i>		

**\* To be applied to Bare Costs Total Column including overhead and profit From Latest Released R.S. Means Facilities construction cost data publication.**

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### X. FORM – G

#### (QUESTIONNAIRE)

1. Has your organization ever defaulted or failed to complete any work awarded? \_\_\_\_ Yes \_\_\_\_ No  
If yes, stipulate where and when.

2. Has your organization ever paid liquidated damages or penalty for failure to complete a contract on time?  
\_\_\_\_ Yes \_\_\_\_ No If yes, stipulate where and when.

3. List pending claims and/or litigation at time of submitting proposal.

4. List the firm's Workers Compensation Experience Modification Rate (EMR) for 2012, as obtained from the firm's insurance agent, \_\_\_\_\_

5. Regarding OSHA, for 2013 list the following for your firm:

Number of injuries and illnesses	_____
Number of lost time accidents	_____
Number of recordable cases	_____
Number of fatalities	_____
Number of employee direct hire fixed hours worked	_____

6. Regarding bonding, list the following:

Name of bonding company	_____
Phone number	_____
AM Best rating	_____
Total aggregate bonding capacity	_____
Current available bonding capacity	_____