



## REQUEST FOR PROPOSALS

**RFP # 13-10-04**

### **Kitchen/Production Repair Services – Water Softener Equipment Services**

The Houston Independent School District (“HISD” and/or the “District”) is soliciting proposals for Kitchen/Production Repair Services – Water Softener Equipment Services, as more fully set out in the Scope of Work and Specific Conditions and Specifications sections of this Request for Proposals (“RFP”). An original and at least 3 copies of the proposal must be submitted in accordance with the instructions set out herein to:

Houston Independent School District  
Board Services - Room 1C03  
Attn: Andre' K. Morrow, C.P.M., CPPB  
RFP/13-10-04 –  
Kitchen/Production Repair Services – Water Softener Equipment Services  
4400 West 18<sup>th</sup> Street  
Houston, TX 77092

Each set of the proposal must be submitted in a binder. The original proposal must be labeled “ORIGINAL” and contain original signatures. The copies of the original must be labeled “COPY.”

Each binder and any container for the binder(s) must be labeled on the outside with the Proposer’s name, address, the RFP number and the RFP name.

Proposals will be received at the above address until 2:00 PM, Tuesday, October 22 2013. A pre-proposal conference will be held in conjunction with the RFP in Room 3W26 at the above stated address on Tuesday, October 15, 2013, at 1:30 PM. 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 RFP. Proposals will be reviewed as received in a manner that avoids disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP. 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 RFP to a multi-supplier award, 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 RFP.

*Gilberto A. Carles*

Gilberto A. Carles, MBA  
General Manager – Procurement Services

\_\_\_\_\_  
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), other applicable Texas state statutes, and all local Board of Education (Board) policies.

**1.1.1 CODE OF SILENCE AND CONFLICTS OF INTEREST:** The Board of Education (Board) has adopted a "Code of Silence" policy (ref. [Board Policy CAA \(Local\)](#)) and a "Conflict of Interest Disclosures" policy (ref. [Board Policy BBFA \(Local\)](#)) 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 RFP, 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.

The "Code of Silence" time period shall begin when the Request for Proposal (RFP) is issued and ends upon the execution of the contract. During the "Code of Silence", campaign contributions, gifts, donations, loans, and any other items of value are prohibited between these parties, including candidates who have filed for election to the Board.

The "Conflicts of Interest Disclosures" requires a Board member to disclose and recuse himself or herself from voting on any contract, agreement, or any other District transaction involving an entity or related officer and/or key employee who has provided campaign contributions during the preceding 12 month period in excess of \$500.

Board Policy CCA (Local) pertaining to the "Code of Silence" and Board Policy BBFA (Local) pertaining to "Conflicts of Interest Disclosures" are attached by URL link above and incorporated by reference. Please review the policies carefully and ensure that the policies are followed in all respects. Proposer(s) agree and understand that non-compliance with the "Code of Silence" policy may result in disqualification. Furthermore, the failure of a Board member to disclose a conflict of interest may result in the debarment of a vendor for 24 months.

1.1.3 By submitting a proposal, the Proposer agrees 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 Andre' Morrow, C.P.M., CPPB ("Project Manager"), Procurement Services, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092, phone 713-556-6527, or email [amorrows4@houstonisd.org](mailto:amorrows4@houstonisd.org).

1.1.5 Questions concerning the RFP will be answered only if sent to the Procurement Services Department, in writing via email to [amorrows4@houstonisd.org](mailto:amorrows4@houstonisd.org), on or before 3:00 P.M. Central Time October, 16, 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-

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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 addenda 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 requiring Supplier(s) 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.

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 to do so. Interested Proposer(s) should obtain additional information concerning the District's location of schools and offices and consider submitting their proposal for any one or more schools and/or departments, or the entire District.

1.1.7 All costs related to the preparation and submission of this proposal shall be paid by the Proposer. Issuance of this RFP 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 RFP obligate HISD to award, enter into an agreement, or purchase any goods and services stated in the RFP.

#### **1.2 DEFINITIONS AND TERMS:** In this RFP, 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 RFP.

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 RFP.

1.2.6 "RFP" refers to this Request for 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 person(s)/firm(s)/entity(ies) to whom a contract is awarded pursuant to this RFP.

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

**1.3 SPECIFICATIONS:** Proposer(s) are expected to examine and be familiar with all requirements and obligations of this entire RFP. Failure to do so will be at the Proposer(s) risk. The evaluation criteria for the award of this RFP are set forth in the Scope of Work and Specific Conditions Section of this RFP at paragraph 3.5. All exceptions to the specifications and requirements of the RFP 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 RFP subject, the name of the Proposer's firm, address, telephone number, name of contact person, email address, website (*if available*) 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–G set forth in the last Section of this RFP. 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 Report
3. FORM C: Addendum for Agreement Funded by U.S. Federal Grant (Non-Construction Contracts)
4. FORM D: Pricing and Service Affirmation
5. FORM E: Exception Form
6. FORM F: Price Schedule (if applicable) (should be placed in tab 7)
7. FORM G: CHE (Local) 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.
- c. Certification of Insurance (Acord form).

- **Tab 4 – Scope Section**

Clearly describe the scope of the goods and /or services to be provided based upon the information in the Scope of Work and Specific Conditions and Specification Sections stated in the RFP. Respond to each item listed.

- **Tab 5 – Questionnaire Response — [If questionnaires are supplied and a response is required.]**

Respond to any questionnaires included in the RFP. If no questionnaires are submitted, this section should be left blank.

- **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.

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- **Tab 7 – Price**  
Any and all pricing information, including any alternate pricing proposals that may be acceptable for some projects. Include a hard copy of Form F (Price Schedule) in this section, if applicable.
- **Tab 8 – Addenda**  
Insert all addenda under this section.

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

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 RFP.

**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.



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**1.7 DISCUSSIONS / NEGOTIATIONS:** Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, HISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by HISD and will include only those initial proposals that HISD determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Proposer(s) may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations/discussions.

**1.8 BEST AND FINAL OFFERS:** Best and final offers must be received by the date/time provided during discussions/negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.

**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:** All proposals may be opened as soon as received. A formal public "opening" will not be held. 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 RFP.

**1.11.1 Proposal Schedule:** HISD desires to complete the proposal process in accordance with the following timeline which is subject to change at the District's discretion:

Timeline	
Release RFP	October 05, 2013
Pre-Proposal Conference	October 15, 2013 at 1:30 PM; in Room 3W26, Hattie Mae White Educational Support Center, 4400 West 18 <sup>th</sup> Street, Houston, Texas 77092
Last date for questions:	
RFP Due	October 22, 2013—2:00 PM
Evaluation Period	October 23-25, 2013 (subject to change)
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 RFP and other related documents.

1.11.3 At the District's discretion, one or more Proposer(s) may be invited to demonstrate their solution(s) and/or system(s) and 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 demonstrations and interviews are needed. Proposer(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District's RFP requirements.

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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 RFP shall not be considered and shall be returned to the Proposer(s), unopened, by United States Mail. The District is not responsible for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. 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 RFP. 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. In the event that a Proposer is unsure about the Board Award, it is the Proposer's responsibility to contact Procurement Services on the next business day after the Board Award is announced, and verify the specifics concerning the Award. Proposers need to conduct whatever research is necessary to verify the Award, and, in the event that an appeal is filed, must meet the fifteenth business day rule stated in GF Local. The 15 days begins to run on the first business day after Board Award is announced.

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**II. GENERAL TERMS AND CONDITIONS**

The following terms and conditions are incorporated into this RFP 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 RFP, 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.

2.1.4 The Request for Proposals, 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) RFP 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 RFP 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.

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2.1.6.1 HISD reserves the right to make changes to a purchase order (e.g., increase/decrease quantities, change delivery date, delivery address). Any changes to a purchase order shall be communicated to the awarded supplier by the issuance of a formal change purchase order. Only an HISD procurement staff member may make a change to the purchase order by issuing and sending a formal change purchase order to the awarded supplier.

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 RFP.

**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:** Pursuant to Sections 22.085 and 22.0834 of the Texas Education Code, Supplier hereby certifies that all employees, subcontractors and volunteers of the Supplier who are hired by Supplier on or after January 1, 2008, and who have continuing duties related to the contracted services; and who have or will have direct contact with students have passed a national criminal history background record information review as required by those sections.

Supplier shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Supplier must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

Supplier must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Supplier has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this contract, or cancel the contract.

**WARNING:** Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

## **RFP # 13-10-04**

### **Kitchen/Production Repair Services – Water Softener Equipment Services**

The district may terminate this contract if the district determines that the person or business entity failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The district will compensate the person or business entity for services performed before the termination of the contract.

#### **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. 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.

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### Kitchen/Production Repair Services – Water Softener Equipment Services

**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.

#### **2.11 INSURANCE:**

2.11.1 Unless otherwise agreed to by HISD, the Supplier shall carry insurance with responsible carriers acceptable to HISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord Form) 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
4. Professional Liability (errors and omissions) may be required at the discretion of the Project Manager.	

2.11.2 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.

2.11.3 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.

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

Project Manager as stated in Section 1.1.5 of this RFP  
Houston Independent School District  
Procurement Services  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

## **RFP # 13-10-04**

### **Kitchen/Production Repair Services – Water Softener Equipment Services**

2.11.5 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.

**2.12 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.

#### **2.13 INVOICES/PAYMENT:**

2.13.1 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, Food Services Accounting, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092.

2.13.2 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.

2.13.3 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.

2.13.4 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.

#### **2.14 QUANTITY:**

2.14.1 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.

2.14.2 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.

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

**2.15 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. The procurement Project Manager will advise potential Proposers if a particular project requires bonding. A sample of the Performance Bond and the Payment Bond can be found at the following web address:

<http://apptemp.houstonisd.org/Procurement/WebPDF/BondGroup.pdf>

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### **Kitchen/Production Repair Services – Water Softener Equipment Services**

**2.16 GOVERNING LAW:** Any agreement resulting from this RFP 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.

**2.17 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.

**2.18 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.

**2.19 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.



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### **Kitchen/Production Repair Services – Water Softener Equipment Services**

**2.20 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  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

Copy To: Mr. Gilberto A. Carles, MBA  
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.

**2.21 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.

**2.22 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).

**2.23 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.

#### **2.24 TERMINATION:**

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

2.24.2 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.

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**Kitchen/Production Repair Services – Water Softener Equipment Services**

**2.25 DEFECTIVE / NON-CONFORMING WORK:**

2.25.1 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.

2.25.2 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.

**2.26 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.

**2.27 WARRANTIES:** SUPPLIER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE AGREEMENT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP 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.

**2.28 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.

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

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

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### **Kitchen/Production Repair Services – Water Softener Equipment Services**

**2.31 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.

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

**2.33 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.

**2.34 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 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.

**2.35 BUSINESS ETHICS:** During the course of the project awarded by this RFP, 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.

**2.36 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.

**2.36.1 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.

**2.36.2 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.

**2.36.3 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".

**2.37 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 RFP 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.

**RFP # 13-10-04**  
**Kitchen/Production Repair Services – Water Softener Equipment Services**

**III. SCOPE OF WORK AND SPECIFIC CONDITIONS**

**3.1 SCOPE OF WORK:** At minimum, the District is seeking the following goods and/or services to be provided by the Supplier(s); *(required services are not listed in any priority order)*:

Request for proposal for furnishing leased water softener equipment, including installation and service of this equipment, to approximately 75 schools and additional units as needed.

HISD will make the sole and final determination regarding specifications, quality, performance levels, and interchangeability, in regard to bid items.

Your proposal needs to be legible and submitted in triplicate with an original manual signature of a company officer. Prospective proposers are advised that proposals not conforming to the standards stated in this paragraph will not be considered.

Proposer shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871). All water softener equipment utilized must be state of the art and Proposer must provide documentation in their proposal energy efficiency their equipment provides as required by state and federal law.

**PROPOSER QUALIFICATIONS**

No proposer will be acceptable unless the following qualifications can be verified to the satisfaction of the Houston Independent School District. These project specific general conditions are in addition to the HISD School District General Conditions listed in Section II. GENERAL TERMS AND CONDITIONS above.

**1. ASSIGNMENT**

Any award made as a result of this solicitation may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by the successful proposer(s).

**2. AWARDS**

Proposals will be evaluated on a line item basis. Actual award method will be determined by considering product performance, price, service, and ability to perform according to the terms and conditions of this project to fit the needs of HISD. HISD reserves the right to accept or reject any RFP (in whole or in part), negotiate with the proposers, waive formalities, and make multiple awards in a manner that is most advantageous and beneficial to HISD.

**3. THE QUOTED PRICE WILL INCLUDE**

Installation costs, when necessary, includes all pipe, pipe fittings and valves and must include manual bypass system with unions. Valves must be bronze, full port, threaded ball valves with stainless steel balls. Each installation must be piped in copper, schedule "L" or heavier, (with dielectric couplings when not connecting to copper) and must have a double check back flow preventer, Watts Model #007 or approved equal, with a strainer before the valve. Each installation will include a thermal expansion tank that is ASME approved. The expansion tank is to be sized appropriately for each location. Water softener must be controlled by a mechanical water meter to measure water usage and initiate recharging. To be equipped with two mineral tanks, so that softened water is always available, even when the unit is recharging. Equipment placement to be determined by HISD Office of Food Services Equipment and Facilities Personnel.

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### **Kitchen/Production Repair Services – Water Softener Equipment Services**

#### **4. PROOF OF SPECIFICATIONS**

Vendors shall be responsible for providing all documentation, testing certification and performance standards on products which they present for approved equal consideration. Vendors shall provide sample parts for comparison purposes upon request and must supply proof of origin and content of products, if requested. HISD maintains the option to approve or disapprove products based on origin, performance and interchangeability.

##### **A. Equipment:**

All softeners must be permitted and meet all city and state codes. A commercial quality brass control valve will be used to provide automatic water softener regeneration. The size of the valve will be determined by the contractor, for each school, according to city and state codes. Manufacturers' data sheets are required on all equipment and must accompany bid. All equipment must be adequate to service the capacity used at the school.

##### **B. Monthly Equipment Lease schedule for equipment as specified to include:**

1. Monthly cost per school.
2. Annual cost per school.
3. Installation charges where applicable.

##### **C. Permits and Inspections by City of Houston or other municipalities (all that may be imposed).**

##### **D. The successful bidder will provide a copy of each location's Closed, Signed and Final Installation Permit and a copy of the City of Houston Backflow Prevention Assembly Certificate Test Report to the HISD Office of Food Services, Equipment and Facilities Bureau.**

#### **5. SERVICES AND PRODUCTS**

- To Be Provided for in the stated costs above will include:

- A. Water quality with softener is to be "zero grains of hardness;"
- B. Monthly service inspections and maintenance of each system with written documentation of services performed. (See Documentation Section);
- C. Salt, as required for proper regeneration of each system;
- D. Any and all additional service visits and additional costs of salt, as well as parts and labor as needed to maintain the equipment in proper operating condition. Damage to equipment outside of normal wear and use is excluded.

#### **6. PERSONNEL**

All personnel providing services must be trained, insured, and wear identification.

#### **7. SERVICE FOCUS**

- A. All personnel who will be providing services must be trained in service and repair procedures for commercial water treatment equipment.
- B. Contractor must be of adequate size, in terms of technical and support staff as well as geographic coverage to properly service the District property(s).
- C. Contractor is expected to handle each school as an individual unit and strive to mesh with District operations.
- D. Response time for service requests should not exceed 36 hours.

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### **Kitchen/Production Repair Services – Water Softener Equipment Services**

- E. Contractor must place primary responsibility for these water softener systems with an experienced service technician. It is expected that, with his experience, he should predict problems and perform preventative maintenance to preclude them.

Repeated failure to achieve satisfactory service is grounds for contract cancellation.

8. **FULL DOCUMENTATION**

- A. SERVICE REPORTING: After each service visit the service technician must document his visit as follows:

1. Date serviced
2. Location serviced
3. Name of service technician
4. Conditions found and water hardness documented
5. Work performed
6. Chemicals and parts used
7. Comments and recommendations
8. Signature of Food Services Senior Attendant
9. All service reports faxed to 713-491-5805 by end of day and mailed next day to Attention Lydia Tarkington 6801 Bennington Houston, Texas 77028.
10. All reports must have a Cafeteria manager's signature for payment to be received from the HISD Food Services. No unsigned Service Reports will be paid.
11. P.O. number must be on invoice.

Service technician should review the report with the Food Services Senior Attendant and have her sign it. His legible signature should also appear on the report. A copy of this report should be left with the Food Services Senior Attendant or representative. An additional copy of the report is to be furnished to the HISD Office of Food Services Maintenance Department on a monthly basis.

- B. A copy of the Service Report form to be used must be submitted with the bid.
- C. As a condition for payment to the awarded vendor for contract services or installation fees for each school installation, copies of the City of Houston Installation Permit and Backflow Prevention Certification Test Report will be presented to the Supervisor, Facilities and Equipment Management, Office of Food Services, 6801 Bennington, Houston, Texas. The Supervisor will verify all work completed and release invoices for payment.
- D. HISD personnel will periodically be checking the installations for compliance with city and district plumbing codes as well as the "degree of softness." Concerns will be communicated in writing to the contractor.

## **RFP # 13-10-04**

### **Kitchen/Production Repair Services – Water Softener Equipment Services**

9. **WARRANTY CONDITIONS**

Any equipment or parts shall be new and matched to the equipment. All should carry the maximum standard warranty.

10. **EQUIPMENT REMOVAL**

In the event of cancellation or at the end of the contract period or extension period to the original contract period, the awarded bidder will disconnect its water softener equipment at the union connections. No plumbing is to be removed.

Awarded bidder will also remove water softener equipment from HISD property within thirty (30) days of cancellation or the end of the contract or extension period.

**3.2 INTENTIONALLY LEFT BLANK**

**3.3 INTENTIONALLY LEFT BLANK**

**3.4 COST:** Supplier shall provide a 30-day written notice of any price changes during the term of the Agreement and provide supporting manufacturer and/or distributor documentation to support such price adjustments.

## RFP # 13-10-04

### Kitchen/Production Repair Services – Water Softener Equipment Services

**3.5 EVALUATION FACTORS:** The evaluations committee will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. 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.

If the evaluation committee has reasonable grounds to believe that the proposer with the highest ranking score is unable to perform the required services to the satisfaction of HISD, HISD reserves the right to make an award to another proposer who in the opinion of the evaluation committee would offer HISD the best value. Some indicators (but not a complete list) of probable supplier/proposer performance concerns are: past supplier performance; the proposer's financial resources and ability to perform; the proposer's experience or demonstrated capability and responsibility; and the supplier's ability to provide a reliable on-going business relationship and the maintenance of on-going agreements and support.

Criteria #	Criteria Description	Weighted Value
1	the purchase price	35%
2	the reputation of the Proposer and of the Proposer's goods or services	10%
3	the quality of the Proposer's goods or services	15%
4	the extent to which the goods or services meet the District's needs	20%
5	the Proposer's past relationship with the District or other K-12	5%
6	the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses	10%
7	the total long-term cost to the District to acquire the Proposer's goods or services	5%
8	for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0%
TOTAL WEIGHT		100%



**RFP # 13-10-04**

**Kitchen/Production Repair Services – Water Softener Equipment Services**

IV. THIS PAGE WAS INTENTIONALLY LEFT BLANK

**RFP # 13-10-04**  
**Kitchen/Production Repair Services – Water Softener Equipment Services**

**V. FORM A - COMPANY INFORMATION:**

**Notice**

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

**RFP # 13-10-04**  
**Kitchen/Production Repair Services – Water Softener Equipment Services**

**5.1 SUBSECTION I - COMPANY INFORMATION:**

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? \_\_\_\_\_

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**Kitchen/Production Repair Services – Water Softener Equipment Services**

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 \_\_\_\_\_

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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RFP # 13-10-04**  
**Kitchen/Production Repair Services – Water Softener Equipment Services**

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:

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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:

<input type="checkbox"/> THE HOUSTON BUSINESS COUNCIL	<input type="checkbox"/> SMALL BUSINESS ADMINISTRATION
<input type="checkbox"/> DEPARTMENT OF ENERGY	<input type="checkbox"/> DEPARTMENT OF DEFENSE
<input type="checkbox"/> DEPARTMENT OF TRANSPORTATION	<input type="checkbox"/> METRO TRANSIT AUTHORITY
<input type="checkbox"/> 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

**RFP # 13-10-04**  
**Kitchen/Production Repair Services – Water Softener Equipment Services**

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

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

\_\_\_\_\_  
TITLE

**RFP # 13-10-04**  
**Kitchen/Production Repair Services – Water Softener Equipment Services**

**5.2 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:

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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

**RFP # 13-10-04**  
**Kitchen/Production Repair Services – Water Softener Equipment Services**

**5.3 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



**RFP # 13-10-04**  
**Kitchen/Production Repair Services – Water Softener Equipment Services**

**5.4 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

**RFP # 13-10-04**  
**Kitchen/Production Repair Services – Water Softener Equipment Services**

**5.5 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.

**RFP # 13-10-04**

**Kitchen/Production Repair Services – Water Softener Equipment Services**

- 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.

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

**RFP # 13-10-04**  
**Kitchen/Production Repair Services – Water Softener Equipment Services**

**5.6 SUBSECTION VI - 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 \_\_\_\_\_

**RFP # 13-10-04**  
**Kitchen/Production Repair Services – Water Softener Equipment Services**

5.7 SUBSECTION VII - CONFLICT OF INTEREST QUESTIONNAIRE FORM:

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b>    <b>Name of person who has a business relationship with local governmental entity.</b> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b>    <input type="checkbox"/>    <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  <div style="font-size: small; margin-top: 5px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b>    <b>Name of local government officer with whom filer has employment or business relationship.</b>  <div style="text-align: center; margin-top: 10px;"> <hr style="width: 30%; border: 0; border-top: 1px solid black;"/>             Name of Officer           </div> <p style="font-size: small; margin-top: 10px;">This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="text-align: center; margin-top: 5px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No           </div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="text-align: center; margin-top: 5px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No           </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="text-align: center; margin-top: 5px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No           </div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px; height: 100px;"> <b>4</b> </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 50%; border: 0; border-top: 1px solid black;"/>             Signature of person doing business with the governmental entity           </div> </div>		<div style="border: 1px solid black; padding: 2px;"> <div style="text-align: center; margin-top: 20px;"> <hr style="width: 50%; border: 0; border-top: 1px solid black;"/>             Date           </div> </div>

Adopted 06/29/2007

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**Kitchen/Production Repair Services – Water Softener Equipment Services**

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

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

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

\_\_\_\_\_  
TITLE

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

**RFP # 13-10-04**  
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**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.

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## 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 - ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

**(NON-CONSTRUCTION CONTRACTS)**

The Houston Independent School District ("the District") is required to obtain certain certifications from organizations receiving District payments paid from federal funds budgets.

Pursuant to Circular A-110, all contracts, including small purchases, awarded by the District and the District's sub-contractors shall contain the procurement provisions of Appendix A to Circular A-110, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the agreement, dated [date] (the "Agreement"), between the District and [name of vendor] ("Vendor") in all situations where the vendor has been paid from federal funds.

**1. Equal Employment Opportunity** – In fulfilling its obligations under the Agreement, Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**2. Rights to Inventions Made Under a Contract or Agreement** – To the extent that the Agreement requires the performance of experimental, developmental or research work, Vendor agrees that the District shall have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the District from which received financial assistance to carry out the work contemplated by the Agreement.

**3. Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*)**, as amended – In the event that the fees payable to Vendor under the Agreement exceed \$100,000, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 *et seq.*). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

**4. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)** - In the event that the fees payable to Vendor under the Agreement exceed \$100,000, vendor shall file the certification required under 31 U.S.C. § 1352. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the vendor.

**5. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor certifies that it and its principal employees are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

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6. Access to Records – Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Vendor that are directly pertinent to Vendor's discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

7. Applicability to Subcontractors – Vendor agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.

---

Company Name

---

Corporate Officer's Signature

---

Printed Name

---

Street Address

---

City, State and Zip Code

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**Kitchen/Production Repair Services – Water Softener Equipment Services**

**VIII. FORM D - PRICING AND SERVICE AFFIRMATION**

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

To: Houston Independent School District

RFP Number: 13-10-04

RFP Name: Kitchen/Production Repair Services – Water Softener Equipment Services

Proposer will provide the product/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 RFP.

Ladies and Gentlemen:

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

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

The prices quoted shall be HISD's pricing for the product or 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 RFP 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 RFP).

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**Kitchen/Production Repair Services – Water Softener Equipment Services**

\_\_\_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 RFP 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: \_\_\_\_\_

**RFP # 13-10-04**  
**Kitchen/Production Repair Services – Water Softener Equipment Services**  
**IX. FORM E - EXCEPTION FORM**

All deviations and exceptions to this RFP 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 RFP. **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

\_\_\_\_\_  
Capacit

**RFP # 13-10-04**  
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X. FORM F - (PRICE SCHEDULE)

Proposer is asked to submit pricing as identified in Section IV. A hard copy of Form F must be submitted under Tab 7 in the proposal.

ATTACHED: ELECTRONIC PRICING SHEET IS PROVIDED AS A SEPARATE EXCEL SPREADSHEET

AN ELECTRONIC COPY (CD, USB DRIVE) MUST BE PROVIDED WITH YOUR HARD COPY PROPOSAL

**RFP # 13-10-04**

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**XI. FORM G - SUPPLIER RELATIONS – CHE (LOCAL) QUESTIONNAIRE:**

*Board of Education Policy CHE (Local) adopted October 11, 2012 requested that all proposers supply the Board of Education the information contained below. While this information is requested in other parts of Form A this questionnaire provides the information specifically related to CHE (Local).*

Legal Name of Business: \_\_\_\_\_

Type of Business and  
types of products or services provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

Names of parent company, subsidiaries, or other name under which they are currently conducting or have previously conducted business with the District:

Parent Company

Subsidiaries	Subsidiaries

Other Names	Other Names



## Kitchen/Production Repair Services – Water Softener Equipment Services

Names of owners, principal shareholders or stockholders, officers, agents, salespeople and key employees who have been members of the HISD Board of Education during the last 5 years:

[illegible][illegible]

**RFP # 13-10-04**

**Kitchen/Production Repair Services – Water Softener Equipment Services**

Ethnic group of the majority owners  
(to identify minority businesses) \_\_\_\_\_  
\_\_\_\_\_

Authorized agents, including any person or entity who is authorized to ‘act with’ or ‘act on your behalf’, such as consultants, sub-contractors, re-sellers, and/or lobbyist, confidants, etc., whether compensated or not compensated.

Names	Names

Certification of authority and/or any license or certificate required to conduct business within the State of Texas and/or City of Houston in accordance with any governing federal, state, and local statutes, regulations and ordinances:

License Number and Type	License Number and Type

**RFP # 13-10-04****Kitchen/Production Repair Services – Water Softener Equipment Services**

Financial and business references, including bank with which the company conducts business:

Name of Bank: \_\_\_\_\_

Bank Officer \_\_\_\_\_ Officers Telephone Number \_\_\_\_\_

Other Banking/finance Institutions:

Finance Institution Name	Finance Institution Name

Name of insurance companies and bonding company (if applicable)

Insurance Companies	Insurance Companies

Bonding Company	Bonding Company

Identification of any past, pending, or present litigation involving the District and any company owners, principal shareholders or stockholders, officers, agents, salespeople or employees.

Style of Litigation	Type of Litigation	Current Status

**RFP # 13-10-04****Kitchen/Production Repair Services – Water Softener Equipment Services**

Style of Litigation	Type of Litigation	Current Status

Relationship to any Political Action  
Committees (PAC) \_\_\_\_\_

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

(Make copies of any table if additional rows are needed and attach additional sheets)

I attest that I have answered the questions relating to CHE (Local) truthfully and to the best of my knowledge.

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

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

\_\_\_\_\_  
TITLE