



REQUEST FOR PROPOSALS

14-08-03

Purchase of HVAC Parts and Supplies

The Houston Independent School District ("HISD" and/or the "District") is soliciting proposals for **purchase of HVAC parts and supplies** 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 2 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: **Bill Garner**
RFP/ **Purchase of HVAC Parts and Supplies**
4400 West 18th 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 **September 17, 2:00p.m.**. A pre-proposal conference will be held in conjunction with the RFP at **September 3, 2014 at Hattie Mae White 2NE32 9:00 a.m.**. 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

14-08-03 HVAC Parts and Supplies

TABLE OF CONTENTS

• TABLE OF CONTENTS.....	3
• I. INSTRUCTIONS, SUBMISSION REQUIREMENTS AND PROCEDURES.....	6
• 1.1 GENERAL INFORMATION	6
• 1.1.1 CODE OF SILENCE AND CONFLICTS OF INTEREST.....	6
• 1.2 DEFINITIONS AND TERMS	7
• 1.3 SPECIFICATIONS.....	7
• 1.4 PROPOSAL INFORMATION REQUIRED	8
• 1.5 SUBMISSION OF PROPOSALS	9
• 1.6 FINANCIAL INFORMATION	9
• 1.7 DISCUSSIONS / NEGOTIATIONS	9
• 1.8 BEST AND FINAL OFFERS	10
• 1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS	10
• 1.10 OPENING PROPOSALS	10
• 1.11 SCHEDULE	10
• 1.12 RETENTION OF PROPOSAL DOCUMENTATION.....	11
• 1.13 RESERVATION OF RIGHTS	11
• 1.14 APPEAL PROCESS	11
• II. GENERAL TERMS AND CONDITIONS	12
• 2.1 AGREEMENT, INTEGRATION, TERM & TRANSITION, PURCHASE ORDER REQUIREMENTS.....	12
• 2.2 NON-ASSIGNMENT.....	13
• 2.3 USE OF DISTRICT NAME OR LOGO(S).....	13
• 2.4 AUTHORIZATION / PERMITS.....	13
• 2.5 SUPPLIER NATIONWIDE CRIMINAL BACKGROUND CHECKS.....	13
• 2.6 SUPPLIER DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION/STUDENT INFORMATION	14
• 2.7 CONFIDENTIAL AND PROPRIETARY INFORMATION	14
• 2.8 DATA AND PROPRIETARY INFORMATION.....	14
• 2.9 TEXAS PUBLIC INFORMATION ACT (TPIA).....	14
• 2.10 STUDENT CONFIDENTIALITY	15
• 2.11 INSURANCE	15
• 2.12 TAXES.....	16
• 2.13 INVOICES/PAYMENT	16

14-08-03 HVAC Parts and Supplies

• 2.14 QUANTITY	16
• 2.15 BONDING.....	16
• 2.16 GOVERNING LAW	17
• 2.17 RELATIONSHIP OF THE PARTIES	17
• 2.18 NO WAIVER OF IMMUNITY.....	17
• 2.19 INDEMNIFICATION.....	17
• 2.20 NOTICE.....	17
• 2.21 SECTION HEADINGS.....	18
• 2.22 THIRD PARTY BENEFICIARIES.....	18
• 2.23 DISPUTE RESOLUTION.....	18
• 2.24 TERMINATION.....	18
• 2.25 DEFECTIVE / NON-CONFORMING WORK.....	18
• 2.26 DEFAULT CONDITIONS.....	19
• 2.27 WARRANTIES.....	19
• 2.28 USE BY OTHER GOVERNMENT ENTITIES	19
• 2.29 THIRD PARTIES	19
• 2.30 UNENFORCEABLE SECTIONS.....	19
• 2.31 MWBE PARTICIPATION GOAL	19
• 2.32 SUBCONTRACTING.....	19
• 2.33 WORK STOPPAGE	19
• 2.34 HAZARDOUS MATERIALS.....	20
• 2.35 BUSINESS ETHICS	20
• 2.36 BUSINESS CERTIFICATES / HISD TAXES.....	20
• 2.37 ATTORNEY FEES.....	20
• III. SCOPE OF WORK AND SPECIFIC CONDITIONS.....	21
• 3.1 SCOPE OF WORK	21
• 3.2 SPECIFIC CONDITIONS.....	21
• 3.3 SPECIFICATIONS.....	21
• 3.4 COST.....	Error! Bookmark not defined.
• 3.5 EVALUATION FACTORS.....	Error! Bookmark not defined.
• IV. PRICING SHEETS INCLUDING ELECTRONIC SUBMITTAL REQUIREMENTS.....	30
• V. FORM A - COMPANY INFORMATION:	31
• 5.1 SUBSECTION I - COMPANY INFORMATION:	32
• 5.2 SUBSECTION II - CERTIFICATION AND DISCLOSURE STATEMENT:.....	36

14-08-03 HVAC Parts and Supplies

• 5.3 SUBSECTION III - FREE OF INDEBTEDNESS STATEMENT:	37
• 5.4 SUBSECTION IV - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:.....	38
• 5.5 SUBSECTION V - STATEMENT OF NON-COLLUSION:.....	39
• 5.6 SUBSECTION VI - SUBSECTION VI ANTITRUST CERTIFICATION STATEMENT:	41
• 5.7 SUBSECTION VII - CONFLICT OF INTEREST QUESTIONNAIRE FORM:	42
• VI. FORM B - M/WBE INSTRUCTIONS	44
• VII. FORM C - ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT	45
• VIII. FORM D - PRICING AND SERVICE AFFIRMATION.....	47
• IX. FORM E - EXCEPTION FORM.....	49
• X. FORM F - (PRICE SCHEDULE).....	56
• XI. FORM G - SUPPLIER RELATIONS – CHE (LOCAL) QUESTIONNAIRE:	69

14-08-03 HVAC Parts and Supplies

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 CAA (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 **Bill Garner** ("Project Manager"), Procurement Services, 4400 West 18th Street, Houston, Texas 77092, phone 713-556-6550, or, wgarner@houstonisd.org. All communications pertaining to the RFP shall be addressed in writing to the Project Manager, as indicated in the next paragraph.

1.1.5 Questions concerning the RFP will be answered only if sent to the Procurement Services Department, in writing via email to insert wgarner@houstonisd.org, on or before September 8, 2:00 p.m. If there is a pre-proposal conference, 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

14-08-03 HVAC Parts and Supplies

questions and responses from the pre-proposal conference. All questions submitted in writing to the Project Manager prior to the deadline will be answered in the form of addenda. All addenda will be posted on the HISD Procurement website.

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.

14-08-03 HVAC Parts and Supplies

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, 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.

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.

14-08-03 HVAC Parts and Supplies

- **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.

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

14-08-03 HVAC Parts and Supplies

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	August 15, 2014
Pre-Proposal Conference	September 3, 2014; in Room_2NE32, Hattie Mae White Educational Support Center, 4400 West 18 th Street, Houston, Texas 77092
Last date for questions:	
RFP Due	September 17 th 2014
Evaluation Period	Week of September 22 st . (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.

1.11.4 Award of the Project to Proposer(s) will be confirmed by a fully executed Agreement, an Agreement

14-08-03 HVAC Parts and Supplies

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 18th 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 (15th) 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.

14-08-03 HVAC Parts and Supplies

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.

2.1.6.1 HISD reserves the right to make changes to a purchase order (e.g., increase/decrease quantities,

14-08-03 HVAC Parts and Supplies

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 Country, 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.

14-08-03 HVAC Parts and Supplies

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.

14-08-03 HVAC Parts and Supplies

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 (Accord 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 18th Street

14-08-03 HVAC Parts and Supplies

Houston, Texas 77092

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, Accounts Payable Department, 4400 West 18th 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

14-08-03 HVAC Parts and Supplies

Performance Bond and the Payment Bond can be found at the following web address:

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

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.

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

14-08-03 HVAC Parts and Supplies

Attn: Superintendent of Schools
4400 West 18th Street
Houston, Texas 77092

Copy To: Mr. Gilberto A. Carles, MBA
General Manager – Procurement Services
4400 West 18th 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.

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,

14-08-03 HVAC Parts and Supplies

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.

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.

14-08-03 HVAC Parts and Supplies

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.

14-08-03 HVAC Parts and Supplies

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):

HVAC Parts and Supplies

3.2 SPECIFIC CONDITIONS: N/A

3.3 SPECIFICATIONS:

General Conditions

HISD is issuing this proposal to cover the needs of the district for HVAC parts, supplies including refrigerants and filter media. The items listed in the pricing section are only a representative of items to be purchased based on past sales and is not to be construed as a complete list or needed in the following years.

HISD will break the items out into pricing categories below by OEM suppliers, general parts and supplies, refrigerants and filter media. The district may award a single or multiple suppliers for each area depending on the needs of the district. This **will not cover** new or replacement equipment.

The suppliers who bid on general items, refrigerants, and filter media will bid on the complete items listed in each section to be considered. Any pricing missing may be cause not to be considered for that section.

1. Supplier must be in business for at least 5 years in the HVAC parts and supplies and or refrigeration and filter media.
2. HISD prefers locations within the 610 loop area. If outside the loop please describe how items could be "hotshot" to job site at no cost to district. Please list all your locations in the Houston area.
3. Hours- Please provide your hour of operations. Please provide after hour procedures and any cost if any associated with that.
4. Please provide an after hour phone number for emergencies and weekends.
5. All prices and discounts will be the same at each location if the supplier has multiple locations. If HISD finds that there is a price discrepancy, the supplier will immediately credit the difference and if the practice continues, then the supplier may be removed from the bid.
6. The supplier will assign as best as possible an inside representative that will be familiar with HISD's account and be able to approve special pricing if necessary. The inside representative will be knowledgeable of HISD policies and procedures as they relate to pro-card, purchase orders etc.
7. The supplier must provide a generic e-mail address that will be monitored for incoming purchase orders.
8. All purchases must be on pro-card or purchase order. If the supplier does not have payment upfront, then the supplier takes full responsibility for receiving payment.

14-08-03 HVAC Parts and Supplies

9. The supplier will only provide what is on the p.o. The p.o. can only be changed by procurement after a new p.o. is sent. Any deviation will be cause not to pay the supplier if items are given out without authorization.
10. The supplier will not substitute an item without approval from HISD manager. This includes purchase orders and pro-cards.
11. HISD will reference the quote number on the p.o. for each order.
12. On non-stock items the districts requests 48-hour turn around unless the items are on back order. If the item is on backorder then the supplier shall notify HISD immediately. HISD may cancel the item at no charge to the district.
13. Suppliers should fill an order within 2 hours of receiving the purchase order.
14. All items must be free of defect and will have a 1 year warranty on parts from date of purchase.
15. All electrical items must be UL listed
16. HISD will provide a list of employees who will be authorized for emergency purchases. Emergency purchases will be after hours, weekends, and disasters natural or otherwise. P.o.'s will then be issued as soon as possible for payment.
17. If an item must be ordered with freight then the freight charge will be included in the price. Only authorized HISD personnel may authorize emergency freight, i.e. next day or two day.
18. OEM parts are those parts that only the manufacturer sells for their authorized equipment.
19. The suppliers chosen will meet with HVAC and Procurement Department and go over usage and needs once a quarter. At this time HISD will add or delete items from the bid lists. The items will have most favorable pricing for the duration of the contract.

Specifications for Refrigeration

1. Please provide pricing for the delivery of all items to HISD's Warehouse located at 228 McCarty Drive, Houston, Texas 77029
2. Delivery hours are as follows:
Normal delivery hours: Monday through Friday 7:00 AM to 3:00 PM.
Summer delivery hours: Monday through Thursday 6:30 AM to 4:30 PM. Closed Fridays.
3. HISD will also pick up as needed from stores.
4. The supplier shall comply with all Federal and State Laws as it pertains to handling of freon and any recycling .
5. HISD will review usage throughout the year and pricing will be based on a 90 day price. Price cannot change during that 90 day period.
6. If price increases HISD has the right to negotiate with other "bid" suppliers for best price. If the price is less than with another bid supplier, HISD reserves the right to change suppliers and lock in the price with that supplier. It is not the intent of the district to change suppliers however to keep the price competitive and hold costs as long as possible. HISD will give right of first refusal to the

14-08-03 HVAC Parts and Supplies

awarded supplier and will attempt to negotiate with that supplier. All price increases must be accompanied by back up documentation stating the economic factors of the increase from their suppliers with all letters backing up the increase from the manufacturer.

14-08-03 HVAC Parts and Supplies

Specifications for Filter Media

HISD Construction and Facility Services (CFS) currently has the responsibility of furnishing heating ventilation, and air conditioning (HVAC) filters and preventive maintenance services for over 300 campuses and/or facilities. Proper maintenance of the air circulation systems requires scheduled preventive maintenance and regular filter changes.

As part of HISD's preventive maintenance program, each piece of HVAC equipment has been inventoried and compiled in a preventative maintenance database. The intent of this proposal is to solicit suppliers to provide multiple types and sizes of HVAC FILTERS to CFS. Preventive Maintenance Services will be performed by the HISD staff.

SCOPE OF WORK

The following items must be performed completely within the scope of this project. All special notes, conditions, and instructions as indicated in the document must be addressed.

1. Supply filter material for all HVAC filters district-wide including all air handlers, unit ventilators, DX units, fan coil units and window units.
2. Subdivide by size and campus location, and deliver filters to one of three sites to be determined by CFS. The bulk of the filter material will most likely be ordered in monthly intervals
3. Furnish HVAC filters based upon the specifications indicated within the proposal documentation.
4. The District is requesting both rolls and pleated beverage board framed (100% synthetic) filters as indicated on the price sheet and specifications. (*Reference specifications on price sheet*)
5. Width or the length does not matter; we understand it could vary by manufacturer. Size (LxW) being bid should be indicated in bid response.
6. The unit of measure should be; SQ. FT

14-08-03 HVAC Parts and Supplies

7. The District is requesting Standard Capacity Pleats.* (*Reference specifications*)

*Pleats per linear foot @ 2" depth = 16 pleats, 4" depth = 11" pleats:
(allowable variance = +/- 7%)



8. The District is requesting pleat filters in glued die cut beverage board frames that meet class II fire code
9. The District is requesting Double-Sided Frames. The frame is constructed of moisture resistant beverage board and is bonded to the media on the entire peripheral frame are to ensure no air leakage. Controlled pleat spacing maximizes surface area and dust holding capacity.

****THIS IS FOR SUPPLYING FILTER MEDIA ONLY****

GENERAL SPECIFICATIONS AND SERVICE REQUIREMENTS

1. The Supplier shall provide all labor, materials, and tools necessary to deliver filter materials.
2. Supplier will have access to deliver materials at each facility from 6am – 10pm, Monday – Friday subject to the building principal's discretion...
3. The type of filters to be used will be limited to antimicrobial air filters. Exceptions can be made on an individual basis if some of the equipment cannot be brought up to the desired filtration levels. Filter measurements will vary depending upon unit ventilator equipment needs.
4. There will be one round of quotes received.
5. The Supplier(s) will agree that they would have the capacity and ability to assume the other's requirements on a no more than two-week notice, or to assist each other on an emergency basis, if needed.
6. The Supplier(s) shall respond to emergencies within four (4) hours from notification and deliver materials within 24 hours, except for weekends and holidays, based on HISD calendar.

Filter Specifications

1. Pleated **MERV 8** filters should consist of 100% synthetic media which offers significantly higher particulate efficiency than regular poly/cotton media pleated filters, with little change in static pressure. MERV 8 filter media will not promote the growth of bacteria, mold, mildew, or fungi in normal operating environments, and has not been chemically treated. These filters are designed to last up to 3 months in most applications.
2. Pleated **MERV 13** filters are available in 2" & 4" depth. They are designed to meet the air filtration efficiency criteria required to gain points toward certification in The Leadership in Energy and Environment Design (LEEDS) Green Building Rating system. The 100% synthetic blended and needled fibers are continuously bonded to a corrosion resistant expanded metal support backing with 96% open area. The frame is constructed of moisture resistant beverage board and is bonded to the media on the entire peripheral frame are to ensure no air leakage. Controlled pleat spacing maximizes surface area and dust holding capacity.

Special Conditions

1. This proposal covers filters for all schools serviced by HISD Construction and Facility Services Department (CFS).
2. All materials incorporated in the work shall be new and both workmanship and materials shall be the best quality.
3. The Supplier is totally responsible for the safety of the service provided and associated hazards and liability of the service. The Supplier will adhere to sound and safe practices.
4. The Supplier shall be responsible for any damage to filters during the shipping process
5. Each Supplier shall furnish with its proposal, documentation sufficient to demonstrate that the service offered fully complies with the requirements of the Technical Specifications contained in this bid. If the Supplier fails to supply this information and the proposal cannot be properly evaluated, the proposal will be rejected. Suppliers must supply proof that recommendations are readily verifiable and publicly documented.

SPECIFIC SUPPLIER REQUIREMENTS

The supplier must:

1. Be familiar with:
 - ASHRAE Standard 62 (Ventilation for Acceptable Indoor Air Quality)
 - ASH RAE Standard 52.1-92 (dust Spot Efficiency)
 - ASHRAE Standard 52.2 (particle size Versus Efficiency)
 - Applicable EPA Requirements for Acceptable Indoor Air Quality
 - NIOSH Criteria

14-08-03 HVAC Parts and Supplies

- OSHA Criteria Regarding the Safety of Employees
2. Have the resources to assure quality objectives in relation to air filtration requirements.
 3. Have the product knowledge and the ability to provide references to methods of construction, minimum levels of dust spot efficiency, dust holding capacity, minimum levels of particle arrest, and filtration efficiency.
 4. Provide the test samples and performance data as requested.
 5. Make the company available immediately (24 hours for emergency service calls).
 6. Make service and delivery personnel easily identifiable as employees of the supplier by use of uniforms, identification badges, or other methods as approved by HISD.
 7. Provide manufacturing quality assurance records dated back at least 3 years to maintain that all products incorporate a product responsibility back to individual components.
 8. Provide adequate packaging protection against damage or deterioration during shipment and allow complete identification of both the filters and shipping container.
 9. Have an independent company conduct product testing to assure quality components and provide documentation verifying that quality standards are met.
 10. Supply filters on a timely manner (maximum of 10 business days from placement of order to delivery to the specified loading dock). In all cases, filters are changed every 90 days.
 11. Have the resources to provide training for on-site personnel who will receive and inspect drop shipped filters.

WARRANTIES AND PENALTIES

The Houston Independent School HISD will hold the successful bidder responsible for failure to meet HISD specifications. The Supplier will replace or credit any product found to be defective.

The warranty will be for a period of 90 days against defects in materials and workmanship.

14-08-03 HVAC Parts and Supplies

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.

3.5 EVALUATION FACTORS: The evaluation 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	30%
2	the reputation of the Proposer and of the Proposer's goods or services	20%
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	10%
5	the Proposer's past relationship with the District	10%
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	4%
8	for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and	

14-08-03 HVAC Parts and Supplies

	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	1%
9	List and weigh any other relevant factors	0%

14-08-03 HVAC Parts and Supplies

IV. PRICING SHEETS INCLUDING ELECTRONIC SUBMITTAL REQUIREMENTS.

Procurement E-Commerce Solutions ****Not applicable*****

HISD uses SAP-SRM as its e-Procurement system for the purchase of goods. As an extension of SRM, HISD may implement "Punch-out" capability for selected awarded suppliers and will continue to improve the technology for HISD's internal "hosted" catalogs. All orders would then be sent to the awarded Suppliers electronically, thus significantly reducing the order processing lead-time.

Proposers shall answer the following questions when submitting a proposal and include this information in Tab 5 of their proposal.

1. Do you have e-commerce capability? _____
2. Do you have punch-out catalogs in place today? _____
3. Does your company have any internal electronic catalogs with any customers? _____
4. Can you comply with SAP OCI 4.0 (Open Catalog Interface)? _____
5. Who is the point of contact in your company regarding IT issues? _____

For suppliers, this should reduce the time it takes to receive a purchase order and to ensure that suppliers with a contract(s) are being fully utilized. One option (Punch-out) will enable schools and departments at HISD to purchase goods electronically from a contracted supplier's website, thereby facilitating a shopping cart experience similar to Internet shopping. Awarded Suppliers are encouraged to have a website with online shopping capability and the capability to host HISD specific catalogs.

In the near future this will become the preferred method HISD will utilize to purchase goods for the entire district. The following links contain HISD "Punch-out" or "Hosted" internal catalog specs and information:

[HISD Punch-out Catalog Specs](#) .

The alternative to a "Punch-out" catalog is an internal catalog or "Hosted catalog" system in which the supplier will complete an Excel spreadsheet with bid items and pricing to be loaded onto HISD's SRM Internal Catalog System. The following link contains HISD Internal Catalog specs and information: [HISD Internal Catalog Specs](#) .

Proposer(s) are encouraged to complete either the Punch-Out or Internal Catalog template and submit by electronic form (Excel format); handwritten proposals will not be accepted. Proposers must include a USB flash drive or CD, properly labeled with company's name and project number, that contains the requested electronic catalog (electronic media supplied will not be returned and becomes property of the District).

Contact information: Operations & Strategic IT Support Team at SRM_MDM@houstonisd.org or 713-556-6515.

HISD reserves the right to select and determine the appropriate and most advantageous suppliers for the above electronic catalog solutions. HISD requests all suppliers to consider the resources and skills necessary within their company to meet the electronic catalog requirements of HISD. These include, but are not limited to, ongoing catalog maintenance, customization of any current websites, and any new software needing to be purchased and implemented for successful catalog implementation and management. Additionally, HISD reserves the right to invoke corrective action, up to and including termination of the supplier's contract, in the event that suppliers cause technical problems with the catalog system or use the system inappropriately by selling unauthorized items or making price changes without the prior approval of the Procurement Services Department.

14-08-03 HVAC Parts and Supplies

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.

14-08-03 HVAC Parts and Supplies

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? _____

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

14-08-03 HVAC Parts and Supplies

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 _____

14-08-03 HVAC Parts and Supplies

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

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

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

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

17. MINORITY OWNERSHIP:

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

PERCENTAGE OF OWNERSHIP THAT IS MINORITY OR WOMAN OWNED _____

MARK ALL THAT ARE APPROPRIATE:

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

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

MARK ALL ORGANIZATIONS THAT HAVE ISSUED YOUR MINORITY STATUS:

☐ THE HOUSTON BUSINESS COUNCIL ☐ SMALL BUSINESS ADMINISTRATION
☐ DEPARTMENT OF ENERGY ☐ DEPARTMENT OF DEFENSE
☐ DEPARTMENT OF TRANSPORTATION ☐ METRO TRANSIT AUTHORITY
☐ CITY OF HOUSTON

18. CHECK ONE OF THE FOLLOWING:

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

14-08-03 HVAC Parts and Supplies

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 _____
MEXICAN-AMERICAN / SPANISH SURNAMES

NUMBER OF OTHER MINORITIES _____

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

14-08-03 HVAC Parts and Supplies

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:

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

14-08-03 HVAC Parts and Supplies

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

14-08-03 HVAC Parts and Supplies

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. Gilberto Carles, MBA; General Manager – Procurement Services; Houston Independent School District; 4400 West 18th 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

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.

14-08-03 HVAC Parts and Supplies

- 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

14-08-03 HVAC Parts and Supplies

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 _____

14-08-03 HVAC Parts and Supplies

5.7 SUBSECTION VII - CONFLICT OF INTEREST QUESTIONNAIRE FORM:

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>		OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1 Name of person who has a business relationship with local governmental entity.	<div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (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.)		
3 Name of local government officer with whom filer has employment or business relationship.		
<div style="text-align: center; margin-bottom: 10px;"> _____ Name of Officer </div> <p>This section (item 3 including subparts A, B, C & 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="display: flex; justify-content: space-around; margin-top: 10px;"> <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="display: flex; justify-content: space-around; margin-top: 10px;"> <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="display: flex; justify-content: space-around; margin-top: 10px;"> <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>		
4		
<div style="text-align: center; margin-top: 20px;"> _____ Signature of person doing business with the governmental entity </div>		<div style="text-align: center; margin-top: 20px;"> _____ Date </div>

Adopted 06/29/2007

14-08-03 HVAC Parts and Supplies

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

14-08-03 HVAC Parts and Supplies

VI. FORM B - M/WBE INSTRUCTIONS:

Please refer to Attachment B-MWBE Participation Report that is located on HISD's Procurement Web Site and download from bid site.

14-08-03 HVAC Parts and Supplies

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

14-08-03 HVAC Parts and Supplies

purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

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

14-08-03 HVAC Parts and Supplies

VIII. FORM D - PRICING AND SERVICE AFFIRMATION

Proposal of: _____
(Proposer Company Name)

To: Houston Independent School District

RFP Number: _____

RFP Name: _____

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).

14-08-03 HVAC Parts and Supplies

___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: _____

14-08-03 HVAC Parts and Supplies

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 _____

Date _____

14-08-03 HVAC Parts and Supplies

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.

OEM Pricing

The following items represent previous purchases from OEM suppliers and items should be OEM only. If any item is not OEM it will be moved to general parts and supplies. The OEM supplier will bid these items listed. This is not all purchases and the supplier will provide a % discount off manufacturers list after their section for any OEM parts not covered.

Carrier

Part Number	Description	Quantity	Price
33ZCT56SPT	SPACE TEMP W/OVERRIDE &	4	
CEPL130343-01	TELINK WITH POWER	4	
00PPG000007202A	MOTOR FAN 3HP/3PH	18	
00PPG000008203A	SWITCH HIGH PRESSURE	4	
00PPG000030600A	TRANSDUCER	5	
00PPG000030700A	TRANSDUCER	5	
06EA660167	CRANKCASE HEATER 115VOLT	18	
06NA660028	FILTER AND O RING KIT	29	
30GB660002	THERMISTOR/SENSOR	70	
30GT515217	PROGRAMMED EXV	7	
30GT515219	PROGRAMMED CXB	4	
30GX660006	HSIO II LOCAL INTERFACE	5	
30GX660017	FAN W/ SPACER KIT	34	
30RB660036	SENSOR KIT	74	
30RB660038	FAN PROP KIT	19	
32GB660012	EXV CABLE & GREASE ASSY.	5	
39TA-R081380410	8-T TXV DISCHARGE 1-3/8	4	
3RT10162AB01	CONTACTOR	23	
4004TA	OIL FILTER ASSY.	4	
485OP	RS 485 ISOLATED	6	
50DK406816	INDUCER MOTOR ASSEMBLY	7	
50HJ403022	IGNITOR	6	
6E265TL360T	COMPRESSOR 208/230/460-3	5	
8TB0274	O-RING	10	
8TB0276	O-RING	11	
8TB0884	SOLENOID OIL VALVE	4	
907990050-5	ACTUATOR	6	

14-08-03 HVAC Parts and Supplies

DE14CA126	SAE MALE X NPT FEMAL	9	
EF19ZE024	UNLOADER COIL	11	
EP23LC090	ANGLE VALVE	9	
F160-50022402	BEARING CUSHION/ISOLATOR	16	
G020-70584701	BEARING	8	
G020-71501901	ISOLATOR	8	
HC39GE468	MOTOR	9	
HD52AK653	MOTOR 208-230-460/3 CC	42	
HD56AK651	MOTOR	9	
HD56AK653	MOTOR	15	
HH18HZ195	LIMIT SWITCH	4	
HH79NZ029	THERMISTER SENSOR	38	
HK02ZA442	PRESSURE SWITCH	9	
HK05YZ001	TRANSDUCER	7	
HK05YZ007	PRESSURE TRANSDUCER	15	
HK50AA031	PROGRAMMED STD.TIER	19	
HN53CD115	CONTACTOR THREE POLE	23	
HN53HF122	CONTACTOR THREE POLE	12	
HN61KK025	CONTROL RELAY	9	
HN61KL023	RELAY	4	
HN65CT011	RELAY LOCKOUT	6	
HR81LD001	FLOW SWITCH	6	
HR81LG020	FLOW SWITCH	5	
HR81LG025	FLOW SWITCH	8	
KK71GW015	GASKET	6	
KT63ZZ098	BEARING	4	
LA01EW032	FAN PROP	48	
LA01RA028	FAN PROP	13	
LA22LA125	BLOWER WHEEL	4	
LA660001	BLOWER WHEEL	4	
P282-0332A	CONTACTOR 3POLE 30A	6	
P291-0504	RUN CAPACITOR OVAL 440V	7	
P291-0754	RUN CAPACITOR OVAL 440V	7	
P291-1004	RUN CAPACITOR OVAL 440V	6	
P291-1013	RUN CAPACITOR OVAL 370V	8	
P291-1254	RUN CAPACITOR OVAL 440V	5	
P291-1504	RUN CAPACITOR OVAL 440V	5	
P461-2102	BEARING	14	
P463-A46	V-BELT	4	
P506-8D48	STD DRIER CORE	24	

14-08-03 HVAC Parts and Supplies

P506-8W48	BURNOUT DRIER	4	
S-4004UA	OIL FILTER	16	
TP-CAP-10/440	TRADEPRO OVAL CAP	5	
TP-CAP-20/440	TRADEPRO OVAL CAP	4	
TP-CAP-30/7.5/440R	TRADEPRO DUAL RND CAP	6	
TP-CAP-4/440	TRADEPRO OVAL CAP	4	
TP-CAP-45/7.5/440R	TRADEPRO DUAL RND CAP	6	
TP-CAP-5/370	TRADEPRO OVAL CAP	6	
TP-CAP-5/440	TRADEPRO OVAL CAP	5	
TP-CAP-7.5/440	TRADEPRO OVAL CAP	11	
TP-CON-2/24/40	TRADEPRO 2POLE 24VAC	7	
TP-CON-3/24/40	TRADEPRO 3POLE 24VAC	22	
TT-LLD083S	TOPTECH 3/8S 8CI LL-DRIE	11	
TT-LLD163S	TOPTECH 3/8S 16CI LL-DRI	4	
00PPG000003100A	FLOW SWITCH	33	
30GX502820	OIL FILTER	5	
50BA414752	BRACKET	7	
P903-1001	134A OIL GAL ACD68AW	4	
P903-2301	OIL	19	
TH3110D1008	HONEYWELL THERMOSTAT	9	
TP-PVC-401007A	401-007 3/4 SXSXS TEE	10	
TP-PVC-406007A	406-007 3/4 SXS 90 DEG	10	
TP-PVC-435007A	435-007 3/4 SXF FE ADPTR	10	
TP-PVC-436007A	436-007 3/4 MXS MALE	10	
TP-TERM-BQDFFI250	FULLY INSL QK DISC	5	
TT-N-701	TOPTECH 1H/1C HC/HP NP	8	

Carrier

<u>Product Categories</u>	<u>% Discount of manufacturers list for OEM parts</u>

14-08-03 HVAC Parts and Supplies

Trane

Part Number	Description	Quantity	Price
IN007427 - MOT09585	FAN MOTOR, 1/3HP;115/60/1, 900 RPM,SLEEVE	8	
IN007430 - KIT12559	KIT, WIRE HARNESS ADP.;FEMALE GLOBAL CONN. TO 4	6	
IN007145 - AX35	BELT, AX35/4L370 37" OD;	5	
IN007145 - CTR02576	CONTACTOR, 2P 40A;24 VAC/SCREWS	4	
IN007160 - VAL07494	VALVE, SERVICE,;1.125-12 X .38 X .75	4	
IN007160 - RNG01764	O-RING, .924 ID X .116;RD.	4	
IN005308 - MOT09584	MOTOR, 1/4 HP, 115/60/1;1050 RPM	12	
IN005308 - MOT09585	FAN MOTOR, 1/3HP;115/60/1, 900 RPM,SLEEVE	12	
IN005331 - SEN02133	SENSOR~; TEMP SENSOR;OVERMOLDED, PROG REQUIRD	6	
IN002641 - HUS01207	HOUSING, PLUG, 6 PIN;	4	
IN002641 - SWT03732	SWITCH TOGGLE 3PDT ON/OFF/ON .25QC TERM	4	
IN002641 - MOT09584	MOTOR, 1/4 HP, 115/60/1;1050 RPM	4	
IN000092 - MOT010483	MOTOR, 1.5 HP;1140 RPM 3PH 56HZ 2.7 AM	4	
IN000092 - FAN04078	FAN, 3 BLADE, 23 DEGREE;PITCH	4	
1410385-00 - SEN02133	SENSOR~; TEMP SENSOR;OVERMOLDED, PROG REQUIRD	5	
1410385-00 - KIT12559	KIT, WIRE HARNESS ADP.;FEMALE GLOBAL CONN. TO 4	5	
1408924-00 - CNT03670	CONTROL, LIMIT TEMP 225;OPEN SPST 500VA 120-600V	6	
1408924-00 - CNT03670	CONTROL, LIMIT TEMP 225;OPEN SPST 500VA 120-600V	4	
1377265-00 - SWT03533	SWITCH, AUX, 1SPDT FOR;20A-60A CONTACTORS	4	
1376754-00 - MOT06800	FAN MOTOR, 1.5 HP;460V/200-230V 1140 RPM 1	7	
1376754-00 - FAN04082	FAN, 3 BLADE, 30IN, 27;PITCH , STAKED HUM	7	
1359936-00 - COR00018	CORE, REPLACEABLE FILTER;DRIER SC48 STD CAP. D-48	4	
1377293-00 - MOT06800	FAN MOTOR, 1.5 HP;460V/200-230V 1140 RPM 1	6	
1377293-00 - FAN04082	FAN, 3 BLADE, 30IN, 27;PITCH , STAKED HUM	6	
1369335-00 - DOR02240	DOOR, ASSY. W/ ADHESIVE;FLIP-UP FOR UV RADIATION	5	
1362543-00 - MOT09585	FAN MOTOR, 1/3HP;115/60/1, 900 RPM,SLEEVE	6	
1362550-00 - MOT09585	FAN MOTOR, 1/3HP;115/60/1, 900 RPM,SLEEVE	4	
1362556-00 - MOTO9585	FAN MOTOR, 1/3HP;115/60/1, 900 RPM,SLEEVE	4	
1361454-00 - BX103	BELT, BX103 106" OD;	6	
1361462-00 - SEN02133	SENSOR~; TEMP SENSOR;OVERMOLDED, PROG REQUIRD	4	
1364460-00 - MOT09841	MOTOR, 1/4 HP, 115/60/1;1050 RPM	6	
1364460-00 - MOT09585	FAN MOTOR, 1/3HP;115/60/1, 900 RPM,SLEEVE	6	
1358518-00 - MOT09584	MOTOR, 1/4 HP, 115/60/1;1050 RPM	6	
1358518-00 - MOT09585	FAN MOTOR, 1/3HP;115/60/1, 900 RPM,SLEEVE	6	
1332817-00 - WHL01891	WHEEL;	5	
1343861-00 - SEN00951	SENSOR, TEMP. THERMISTOR;PROBE	4	
1343861-00 - SEN00306	SENSOR, LEAVING/ENETRING;WATER TEMP 15 TO 140F PR	4	
1343559-00 - MOT09584	MOTOR, 1/4 HP, 115/60/1;1050 RPM	5	

14-08-03 HVAC Parts and Supplies

1329149-00 - MOT06800	FAN MOTOR, 1.5 HP;460V/200-230V 1140 RPM 1	4	
1329149-00 - FAN04082	FAN, 3 BLADE, 30IN, 27;PITCH , STAKED HUM	4	
1318165-00 - AX35	BELT, AX35/4L370 37" OD;	4	
1302929-00 - MOT09584	MOTOR, 1/4 HP, 115/60/1;1050 RPM	6	
1299284-00 - MOT09903	FAN MOTOR, 1HP 460V 850;RPM 1.0 SF 3PH Y56Y CCWL	4	
1299051-00 - HUS01207	HOUSING, PLUG, 6 PIN;	5	
1300546-00 - MOT09903	FAN MOTOR, 1HP 460V 850;RPM 1.0 SF 3PH Y56Y CCWL	4	

Trane

<u>Product Categories</u>	<u>% Discount of manufacturers list for OEM parts</u>

YORK

Part Number	Description	QNTY	Price
024 31891 000	Contactora	1	
026 35601 000	Filter	1	
028 13849 000	O-ring	1	
025 29964 000	Sensor	1	
371 01180 223	Sensor	1	
026 37540 000	Drier	1	
024 31892 000	Contactora	1	
029 23454 000	Key	1	
024 36874 003	Motor	1	
024 35444 000	Contactora	1	
S102638612000	Assy Blower	1	
024 34980 001	Motor	1	
024 34916 000	Contactora	1	
025 39683 000	Fuse	1	
024 27322 107	Motor	1	
RADLC1D50G7	Contactora	1	
024 30978 000	Keypad	1	
025 40334 000	Sensor	1	
031 01110 000	Display	1	
371 01260 234	Harness sensor	1	
371 01260 242	Harness sensor	1	
025 40900 004	TXV	1	
025 43503 000	Sensor	1	

14-08-03 HVAC Parts and Supplies

031 02805 000	Display	1		
024 27322 207	Motor	1		
026 41594 000	Blade	1		
025 29139 001	Transducer	1		
025 29583 000	Transducer	1		
371 01226 234	Harness	1		
025 30440 000	Sensor	1		
025 29150 001	Adapter transducer	1		
025 29150 002	Adapter temp sensor	1		
025 32924 000	Sensor	1		
928 06837 000	O-ring	1		
028 15574 000	O-ring	1		
011 00956 Gal	"L" Oil	1		
025 41565 000	Valve	1		
024 30933 001	Motor	1		
025 37853 000	Heater	1		
024 34308 000	Contactor	1		

YORK

<u>Product Categories</u>	<u>% Discount of manufacturers list for OEM parts</u>

Other OEM Equipment in the District

The following is a listing of existing equipment in the district. This may or may not be purchased directly from OEM representatives depending on the outcome of the bids. The district is looking for direct or indirect purchasing i.e. independent supplier who can or does have access to the following parts. Please fill in the form below if your company can or will be able to provide parts and provide the discount for those Manufacturers. This list may increase or decrease over time.

14-08-03 HVAC Parts and Supplies

<u>Manufacturer</u>	<u>% Discount of manufacturers list for OEM parts</u>
Aaon	
ABB	
Addison	
ATS	
BAC	
Camus	
Ceramic Cooling Tower	
Concepts & Designs (CDI)	
Conserv	
Cook	
Daiken	
Danfoss	
Desertaire	
Drykor	
Energy Labs	
Engineered Air	
Enviro Tec	
Evapco	
Greenheck	
Herman Nelson	
International	
J.C.I.	
Lochinvar	
Magic Aire	
Marley	
McQuay	
Mitsubishi	
Modine	
Munters	
Petra	
Raypak	
Reznor	
Roesler	
Sterling	
Teledyne Laars	
TempSpec	
Temtrol	
Toshiba	
Valent	
Venmar	

General Parts and Supplies

The following are general parts and represents the majority of our purchases. Please provide your part number beside the part number we reference. We are looking for 2-3 suppliers who can provide our general needs and comply with the general conditions listed above.

14-08-03 HVAC Parts and Supplies

Supplier	Supplier Part #	Companies Part #	Description	Qty	Unit price
BALDOR	M3116		1 HP, 1725 RPM, ODP	5	
WEG	00158OT3E145T		1.5 HP, 1760 RPM, ODP	8	
WEG	00218OT3E145T		2 HP, 1800 RPM, ODP	8	
BALDOR	EM3211T		3 HP, 1750 RPM, ODP	16	
BALDOR	EM3218T		5 HP, 1750 RPM, ODP	28	
BALDOR	EM3311T		7.5 HP, 1750 RPM, ODP	16	
BALDOR	EM3313T		10 HP, 1750 RPM, ODP	14	
BALDOR	EM2513T		15 HP, 1750 RPM, ODP	16	
BALDOR	EM2515T		20 HP, 1750 RPM, ODP	7	
BALDOR	EM2531T		25 HP, 1750 RPM, ODP	11	
Carrier	485OP		RS 485 ISOLATED	6	
Carrier	120610		FS254 FLOW SWITCH	5	
Johnstone Supply	S89-210 D1044 1/4 115V IEC MTR 		OEM HVACR - Definate Purp. Mtr.	59	
Johnstone Supply	S89-208 D1059 1/6 115 IEC MTR 		OEM HVACR - Definate Purp. Mtr.	9	
Johnstone Supply	S88-646 D827 MOTOR 		OEM HVACR - Definate Purp. Mtr.	7	
Johnstone Supply	S88-585 D970 MOTOR 		48 FR/ 5 5/8 Diam. - Dir. Drive Mtr	40	
Johnstone Supply	S88-584 D971 MOTOR 		48 FR/ 5 5/8 Diam. - Dir. Drive Mtr	25	
Johnstone Supply	S88-068 X303 MOTOR 		48 FR/ 5 5/8 Diam. - Dir. Drive Mtr	9	
Johnstone Supply	S88-544 1863 48FR 1/4HP 3SPD BLW 		48 FR/ 5 5/8 Diam. - Dir. Drive Mtr	8	
Johnstone Supply	S88-546 1864 48FR 1/3HP 3SPD BLW 		48 FR/ 5 5/8 Diam. - Dir. Drive Mtr	6	
Johnstone Supply	S88-548 1865 48FR 1/2HP 3SPD BLW 		48 FR/ 5 5/8 Diam. - Dir. Drive Mtr	6	
Johnstone Supply	S88-583 D972 MOTOR 		48 FR/ 5 5/8 Diam. - Dir. Drive Mtr	6	
Johnstone Supply	S88-547 1972 48FR 1/3HP 3SPD BLW 		48 FR/ 5 5/8 Diam. - Dir. Drive Mtr	5	
Johnstone Supply	L37-333 120610 FS-254 FLW SWITCH 		Accessories - 423 Hydronic Parts	23	
Johnstone Supply	L37-383 GA063S PROBE 		Accessories - 423 Hydronic Parts	20	
Johnstone Supply	L41-552 401488 #79 AIR VENT 		Accessories - 423 Hydronic Parts	13	
Johnstone Supply	L37-314 NO.71 AUTO VENT 		Accessories - 423 Hydronic Parts	10	
Johnstone Supply	L37-315 NO.75 AUTO VENT 		Accessories - 423 Hydronic Parts	9	
Johnstone Supply	L37-202 110199 8 VALVE 		Accessories - 423 Hydronic Parts	8	
Johnstone Supply	L37-332 120611 FS-251 FLW SWITCH 		Accessories - 423 Hydronic Parts	5	
Johnstone Supply	H93-171 RG3000 RECOVERY UNIT 		R/R Machines - R/R Equip.	7	

14-08-03 HVAC Parts and Supplies

Johnstone Supply	B72-254 CR34K6-PFV-875 D06V COMP D06V		Recip - Air cond Compress.	4	
Johnstone Supply	S88-462 OFR1036 MOTOR 		48 IR/5 5/8 Diam-DBL Shaft Mtrs.	27	
Johnstone Supply	S88-224 RA1036 MOTOR 		48 IR/5 5/8 Diam-DBL Shaft Mtrs.	4	
Johnstone Supply	S89-577 5458 MOTOR 1/3- 1/6CONSOL 		48 Frame-Cond. Fan Mtrs.	10	
Johnstone Supply	S80-335 FEH1036SF 1/3 1075 RVMTR 		48 Frame-Cond. Fan Mtrs.	5	
Johnstone Supply	S88-502 1861 48FR 1/3HP COND FAN 		48 Frame-Cond. Fan Mtrs.	4	
Johnstone Supply	S89-741 FDL6002 3/4- 1/5HP115VMTR 		48 Frame-Cond. Fan Mtrs.	4	
Johnstone Supply	L40-837 TH3110D1008/U PRO 3000 		Dig. Non-Program. Thermostats	27	
Johnstone Supply	L40-112 T8775C1005/U DIG TSTAT 		Dig. Non-Program. Thermostats	22	
Johnstone Supply	L40-437 TH5110D1006 NON- PRG STAT FOCUS PRO		Dig. Non-Program. Thermostats	12	
Johnstone Supply	L40-704 TH5220D1003/U FOCUSPRO 		Dig. Non-Program. Thermostats	11	
Johnstone Supply	L40-705 TH5220D1029/U FOCUSPRO 		Dig. Non-Program. Thermostats	6	
Johnstone Supply	L38-348 1F86-344 NON- PROG TSTAT 		Dig. Non-Program. Thermostats	4	
Johnstone Supply	S88-156 X503 MOTOR 		56 Frame-Cond. Fan Mtrs.	13	
Johnstone Supply	H85-401 0386-1323 CST-CPT KIT 		Kits & Dufits - Welding Equip.	4	
Johnstone Supply	G35-206 POC12.5A 12.5/370/OVAL 		Motor Run - Capacitors	23	
Johnstone Supply	G35-209 POC20A 20/370/OVAL 		Motor Run - Capacitors	16	
Johnstone Supply	G36-288 TOCFD355 35/5 440/370V 		Motor Run - Capacitors	10	
Johnstone Supply	G35-385 PRCF20A 20/440/RND 		Motor Run - Capacitors	9	
Johnstone Supply	037-USA2233 45/7.5MFD 370/440VAC USA2233 45/7.5		Motor Run - Capacitors	8	
Johnstone Supply	037-USA2035 10MFD 370/440VAC OVAL USA2035		Motor Run - Capacitors	7	
Johnstone Supply	G35-223 POC7.5A 7.5/370/OVAL 		Motor Run - Capacitors	5	
Johnstone Supply	G35-408 PRCFD305A 30+5/440/RND 		Motor Run - Capacitors	5	
Johnstone Supply	G35-409 PRCFD3075A 30+7.5/440/RN 		Motor Run - Capacitors	5	
Johnstone Supply	037-USA2235 40/5MFD 370/440VAC RN USA2235		Motor Run - Capacitors	4	
Johnstone Supply	037-USA2237 50/5 MFD 370/440 ROUND USA2237		Motor Run - Capacitors	4	
Johnstone Supply	G21-909 TOC20 CAPACITOR 		Motor Run - Capacitors	4	
Johnstone Supply	G35-220 POC5A 5/370/OVAL 		Motor Run - Capacitors	4	

14-08-03 HVAC Parts and Supplies

Johnstone Supply	G35-421 PRCFD455A 45+5/440/RND 		Motor Run - Capacitors	4	
Johnstone Supply	P34-542 1089671 BX42 BELT 		BX Belts	16	
Johnstone Supply	P34-538 1089663 BX38 BELT 		BX Belts	12	
Johnstone Supply	P34-544 2351419 BX44 BELT 		BX Belts	12	
Johnstone Supply	P34-548 1089697 BX48 BELT 		BX Belts	12	
Johnstone Supply	P34-575 1089895 BX75 BELT 		BX Belts	8	
Johnstone Supply	P34-532 2351351 BX32 BELT 		BX Belts	6	
Johnstone Supply	P34-578 1089911 BX78 BELT 		BX Belts	6	
Johnstone Supply	P34-571 1089887 BX71 BELT 		BX Belts	5	
Johnstone Supply	P34-552 1089721 BX52 BELT 		BX Belts	4	
Johnstone Supply	P34-553 1089739 BX53 BELT 		BX Belts	4	
Johnstone Supply	P34-555 1089754 BX55 BELT 		BX Belts	4	
Johnstone Supply	P34-556 1089762 BX56 BELT 		BX Belts	4	
Johnstone Supply	P34-557 3791332 BX57 BELT 		BX Belts	4	
Johnstone Supply	P34-567 1089853 BX67 BELT 		BX Belts	4	
Johnstone Supply	P34-585 1089978 BX85 BELT 		BX Belts	4	
Johnstone Supply	B14-295 4301-02 ACID SCAVENGER 		Misc. AC/R Supplies	20	
Johnstone Supply	796-MSSNOOP8OZ SNOOP LEAK MS-SNOOP-8OZ DETECTOR		Misc. AC/R Supplies	8	
Johnstone Supply	B82-020 4300-11 2# RX11 CANISTER 		Misc. AC/R Supplies	5	
Johnstone Supply	B82-560 4300-09 RX11 FLUSH 		Misc. AC/R Supplies	5	
Johnstone Supply	L37-310 PF52475 75VA TRANSFMR 		Transformers	26	
Johnstone Supply	G35-917 PF4031OEM 40VA TRANSFMR SPADE AND WIRE ON LEADS		Transformers	19	
Johnstone Supply	G22-336 PF42440 40VA TRANSFMR 		Transformers	17	
Johnstone Supply	L38-903 AT175F1031/U TRANSFORMER 		Transformers	7	
Johnstone Supply	R56-199 95150 SIL-FOS 15% SILVER 		Braz.Alloy-Brazing Soldering	14	
Johnstone Supply	L45-052 C340A DP CONTACTOR 		3 Pole - Definate Purpose Con.	19	
Johnstone Supply	L36-690 C25DNF340T CONTACTOR 		3 Pole - Definate Purpose Con.	9	
Johnstone Supply	L46-525 F1C25GNF390A CONTACTOR 		3 Pole - Definate Purpose Con.	5	
Johnstone Supply	L45-053 C340B DP CONTACTOR 		3 Pole - Definate Purpose Con.	4	

14-08-03 HVAC Parts and Supplies

Johnstone Supply	P33-352 2454684 AX52 GRIP BELT 		AX Belts	12	
Johnstone Supply	P33-380 1089564 AX80 BELT 		AX Belts	12	
Johnstone Supply	P33-360 1089473 AX60 BELT 		AX Belts	9	
Johnstone Supply	P33-351 1089424 AX51 BELT 		AX Belts	8	
Johnstone Supply	P33-375 1089549 AX75 BELT 		AX Belts	7	
Johnstone Supply	P33-321 2351260 AX21 BELT 		AX Belts	6	
Johnstone Supply	P33-338 1089374 AX38 BELT 		AX Belts	5	
Johnstone Supply	P33-339 2454601 AX39 BELT 		AX Belts	4	
Johnstone Supply	P33-342 1089382 AX42 BELT 		AX Belts	4	
Johnstone Supply	P33-344 2454635 AX44 BELT 		AX Belts	4	
Johnstone Supply	P33-353 1089432 AX53 BELT 		AX Belts	4	
Johnstone Supply	P33-354 1089440 AX54 BELT 		AX Belts	4	
Johnstone Supply	P33-362 1089481 AX62 BELT 		AX Belts	4	
Johnstone Supply	P33-365 2454742 AX65 GRIP BELT 		AX Belts	4	
Johnstone Supply	H26-424 42004 MANIFOLD & HOSES LARGE GAUGES R22, 410A, 404A		Manifold/Hoses - Refrig. Tools	4	
Johnstone Supply	G31-515 KTK-R-15 FUSE 		Cart. Fuses-Elect. Suppl.	43	
Johnstone Supply	G31-508 FNQ-R-10 FUSE 		Cart. Fuses-Elect. Suppl.	33	
Johnstone Supply	G31-818 ECSR30 CARTRIDGE FUSE 		Cart. Fuses-Elect. Suppl.	25	
Johnstone Supply	G31-819 ECSR40 CARTRIDGE FUSE 		Cart. Fuses-Elect. Suppl.	21	
Johnstone Supply	G31-513 KTK-R-5 FUSE 		Cart. Fuses-Elect. Suppl.	16	
Johnstone Supply	G31-506 FNQ-R-3 FUSE 		Cart. Fuses-Elect. Suppl.	14	
Johnstone Supply	G21-623 NON-60 250V CART FUSE 		Cart. Fuses-Elect. Suppl.	6	
Johnstone Supply	H27-100 UTLIR2 IR THERMOMETER 		Thermometers-Test Inst.	7	
Johnstone Supply	L87-240 9VU35-120 IND GLSS THERM 		Thermometers-Test Inst.	4	
Johnstone Supply	S58-974 TFM556 ADJTORS FLX BRCKT 		Mounting Brackets-Mtr. Mount. Parts	50	
Johnstone Supply	L86-124 02917501 BRG. BRKT KIT 		Mounting Brackets-Mtr. Mount. Parts	4	
Johnstone Supply	S87-903 1479 MOTOR MOUNT 		Mounting Brackets-Mtr. Mount. Parts	4	
Johnstone Supply	P53-042 A42/4L440 UNIMATCH VBELT 		A Section Belts	24	
Johnstone Supply	P53-039 A39/4L410 UNIMATCH VBELT 		A Section Belts	19	
Johnstone Supply	P53-041 A41/4L430 UNIMATCH VBELT 		A Section Belts	18	

14-08-03 HVAC Parts and Supplies

Johnstone Supply	P53-048 A48/4L500 UNIMATCH VBELT 		A Section Belts	14	
Johnstone Supply	P53-052 A52/4L540 UNIMATCH VBELT 		A Section Belts	14	
Johnstone Supply	P53-023 A23/4L250 UNIMATCH VBELT 		A Section Belts	13	
Johnstone Supply	P53-053 A53/4L550 UNIMATCH VBELT 		A Section Belts	12	
Johnstone Supply	P53-037 A37/4L390 UNIMATCH VBELT 		A Section Belts	11	
Johnstone Supply	P53-049 A49/4L510 UNIMATCH VBELT 		A Section Belts	11	
Johnstone Supply	P53-051 A51/4L530 UNIMATCH VBELT 		A Section Belts	11	
Johnstone Supply	P53-054 A54/4L560 UNIMATCH VBELT 		A Section Belts	8	
Johnstone Supply	P53-038 A38/4L400 UNIMATCH VBELT 		A Section Belts	7	
Johnstone Supply	P53-040 A40/4L420 UNIMATCH VBELT 		A Section Belts	6	
Johnstone Supply	P53-021 A21/4L230 UNIMATCH VBELT 		A Section Belts	5	
Johnstone Supply	P53-030 A30/4L320 UNIMATCH VBELT 		A Section Belts	5	
Johnstone Supply	P53-056 A56/4L580 UNIMATCH VBELT 		A Section Belts	5	
Johnstone Supply	P33-070 1082478 A70 BELT 		A Section Belts	4	
Johnstone Supply	P53-033 A33/4L350 UNIMATCH VBELT 		A Section Belts	4	
Johnstone Supply	P53-043 A43/4L450 UNIMATCH VBELT 		A Section Belts	4	
Johnstone Supply	P53-044 A44/4L460 UNIMATCH VBELT 		A Section Belts	4	
Johnstone Supply	P53-045 A45/4L470 UNIMATCH VBELT 		A Section Belts	4	
Johnstone Supply	P53-047 A47/4L490 UNIMATCH VBELT 		A Section Belts	4	
Johnstone Supply	P53-057 A57/4L590 UNIMATCH VBELT 		A Section Belts	4	
Johnstone Supply	P53-066 A66/4L680 UNIMATCH VBELT 		A Section Belts	4	
Johnstone Supply	P53-075 A75/4L770 UNIMATCH VBELT 		A Section Belts	4	
Johnstone Supply	P52-068 B68/5L710 UNIMATCH VBELT 		B Section Belts	18	
Johnstone Supply	P52-071 B71/5L740 UNIMATCH VBELT 		B Section Belts	18	
Johnstone Supply	P52-061 B61/5L640 UNIMATCH VBELT 		B Section Belts	12	
Johnstone Supply	P52-052 B52/5L550 UNIMATCH VBELT 		B Section Belts	10	
Johnstone Supply	P52-046 B46/5L490 UNIMATCH VBELT 		B Section Belts	7	
Johnstone Supply	P52-048 B48/5L510 UNIMATCH VBELT 		B Section Belts	7	
Johnstone Supply	P52-050 B50/5L530 UNIMATCH VBELT 		B Section Belts	7	
Johnstone Supply	P34-069 1083245 B69 BELT 		B Section Belts	4	

14-08-03 HVAC Parts and Supplies

Johnstone Supply	P52-041 B41/5L440 UNIMATCH VBELT 		B Section Belts	4	
Johnstone Supply	P52-044 B44/5L470 UNIMATCH VBELT 		B Section Belts	4	
Johnstone Supply	P52-045 B45/5L480 UNIMATCH VBELT 		B Section Belts	4	
Johnstone Supply	P52-047 B47/5L500 UNIMATCH VBELT 		B Section Belts	4	
Johnstone Supply	P52-051 B51/5L540 UNIMATCH VBELT 		B Section Belts	4	
Johnstone Supply	P52-053 B53/5L560 UNIMATCH VBELT 		B Section Belts	4	
Johnstone Supply	P52-056 B56/5L590 UNIMATCH VBELT 		B Section Belts	4	
Johnstone Supply	P52-058 B58/5L610 UNIMATCH VBELT 		B Section Belts	4	
Johnstone Supply	P52-064 B64/5L670 UNIMATCH VBELT 		B Section Belts	4	
Johnstone Supply	P52-067 B67/5L700 UNIMATCH VBELT 		B Section Belts	4	
Johnstone Supply	P52-085 B85/5L880 UNIMATCH VBELT 		B Section Belts	4	
Johnstone Supply	W88-949 WHL-D10X10CW 013316-02 BLOWER WHEEL		Direct Drive - Blower Wheels	6	
Johnstone Supply	L45-101 T701 NON-PROG TSTAT 		Elec. Set BK - Thermostats	9	
Johnstone Supply	B81-119 VCMA-15ULS 554405 PUMP 		Condensate - 422 Pumps	6	
Johnstone Supply	B11-959 19209 SEAL-RIGHT ADAP 		Charging Equip. - Refrig. Tools	4	
Johnstone Supply	P36-100 3001450 5VX1000 BELT 		5VX BELTS	6	
Johnstone Supply	P36-450 3758646 5VX450 BELT 		5VX BELTS	4	
Johnstone Supply	P36-570 3758703 5VX570 BELT 		5VX BELTS	4	
Johnstone Supply	B10-126 163S DRYER 		Liquid - Dryers	12	
Johnstone Supply	B14-388 DCL053S 023Z5019 		Liquid - Dryers	10	
Johnstone Supply	B10-120 083S DRYER DRIER LIQUID 3/8ODF		Liquid - Dryers	5	
Johnstone Supply	G80-652 232032/AF975 2" CLDWTHR 		Duct - Tapes	21	
Johnstone Supply	G80-298 201885/PC857 2"UL181 BLK 		Duct - Tapes	7	
Johnstone Supply	G89-933 155206/AF-100 UL 2.5" SI 		Duct - Tapes	4	
Johnstone Supply	G84-620 93240 ZOOM OILER 		3 3/8 Diam - Direct Drive Motors	32	
Johnstone Supply	B11-780 SLD13-7SVHH DRYER 		Suction - Dryers	5	
Johnstone Supply	L37-120 C25BNB230T CONTACTOR 		2 Pole - Definate Purpose Con	24	
Johnstone Supply	L45-038 C240A DP CONTACTOR 		2 Pole - Definate Purpose Con	19	
Johnstone Supply	L45-035 C230A DP CONTACTOR 		2 Pole - Definate Purpose Con	15	

14-08-03 HVAC Parts and Supplies

Johnstone Supply	H85-517 CTK170MP 170PC TOOL SET 		Misc. Wrenches	4	
Johnstone Supply	L38-168 TL20-100-4L STD GAUGE 		Standard - 426 Guages	12	
Johnstone Supply	L41-717 4CTS-100 PRESSURE GAUGE 		Standard - 426 Guages	10	
Johnstone Supply	L38-642 LF251-100-4L LIQ GAUGE 		Standard - 426 Guages	8	
Johnstone Supply	G21-352 G21-352 100PK ORG CONN 		Accessories-Electr. Suppl.	6	
Johnstone Supply	G31-423 G31-423 100PK BLUE CONN 		Accessories-Electr. Suppl.	4	
Johnstone Supply	B12-308 W-48 REP 061235 CORE 		Cores - Dryers	12	
Johnstone Supply	B14-472 48-DM 023U1392 		Cores - Dryers	4	
Johnstone Supply	B16-903 CSR-U2 5-2-1 HARDSTART 		Hard Start - Compressor Controls	6	
Johnstone Supply	B16-902 CSR-U1 5-2-1 HARDSTART 		Hard Start - Compressor Controls	4	
Johnstone Supply	L37-813 767A-374 41-406 IGNITOR 		Accessories - Gas Valves	8	
Johnstone Supply	L41-488 T87N1000/U NONMERC TSTAT 		Low Voltage Thermostats	6	
Johnstone Supply	B16-933 43331 PRESSURE CONTROL CO-400 CI-300		Pressure Controls - Refrig. Control	5	
Johnstone Supply	B16-944 43347 PRESSURE CONTROL CO-25 CI-65		Pressure Controls - Refrig. Control	4	
Johnstone Supply	L38-038 0151M00013SP GAS VALVE 		24 Volt Comb. - Gas Valves	4	
Johnstone Supply	B92-593 6RSX3X4048 36"X48"X1/2" 		Pipe Insulation - AC/R Supplies	4	
Johnstone Supply	G80-592 490040 WD-40 11 OZ 		Lubricant - Shop Supplies	5	
Johnstone Supply	H85-096 DVO-24-BX OIL 1 GALLON 		Lubricant - Shop Supplies	5	
Johnstone Supply	G84-621 93241 RUST BUSTER 		Lubricant - Shop Supplies	4	
Johnstone Supply	G31-973 194130057 TERMINAL KIT 		Kits - Terminals	6	
Johnstone Supply	G80-308 014870002 25'14/3 PLR SL 		Misc Cords-Elect. Suppl.	6	
Johnstone Supply	B84-458 4182-24 CAL-BLUE PLUS 		DRAIN PAN TREATMENTS	7	
Johnstone Supply	L39-313 RSS-495-210 AIR SWITCH KIT 		Air Flow Humidity Con-Air Qual Prod	5	
Johnstone Supply	B82-003 4171-75 EVAP FOAM 		CHEMICALS-ODOR	9	
Johnstone Supply	B82-735 4166-75 EVAP-FRESH AERO 		CHEMICALS-ODOR	6	
Johnstone Supply	R53-390 095956 ABRASIVE CLOTH 		Acessories-Brazing Soldering	9	
Johnstone Supply	H85-542 0916-0122 MAP PRO CYL 		Acessories-Brazing Soldering	5	
Johnstone Supply	R53-616 095906 ABRASIVE CLOTH 		Acessories-Brazing Soldering	5	
Johnstone Supply	L36-901 90-340 RELAY 		Switching - Relays	14	
Johnstone Supply	L37-100 90-380 HVY DTY RELAY 		Gen'l Purpose - Relays	17	

14-08-03 HVAC Parts and Supplies

Johnstone Supply	B11-834 ICM102B DELAY RELAY 		Time Delays - Relays	10	
Johnstone Supply	R57-401 810-C BULLSEYE NOZZLE 		Misc. - Misc. Hardware	4	
Johnstone Supply	B14-801 A31003 5PK SOLDER END 		Line Taps - Refrig. Compon.	6	
Johnstone Supply	R53-835 406-007 90 ELL SXS 3/4" 		P.V.C. - Fittings	51	
Johnstone Supply	R53-833 429-007 3/4 CPLNG SXS 		P.V.C. - Fittings	42	
Johnstone Supply	R55-994 457-007 3/4 PVC UNION 		P.V.C. - Fittings	14	
Johnstone Supply	R53-839 401-007 TEE SXSXS 		P.V.C. - Fittings	11	
Johnstone Supply	R53-840 435-007 3/4 ADP SXFPT 		P.V.C. - Fittings	10	
Johnstone Supply	R53-842 436-007 3/4 ADPTR SXMPT 		P.V.C. - Fittings	10	
Johnstone Supply	R53-989 410-007 ST ELL SXM 3/4" 		P.V.C. - Fittings	7	
Johnstone Supply	R54-287 447-007 3/4 SLIP CAP PVC 		P.V.C. - Fittings	7	
Johnstone Supply	R53-845 489-007 P-TRAP 3/4" 		P.V.C. - Fittings	6	
Johnstone Supply	R53-847 488-007 R-TRAP 		P.V.C. - Fittings	6	
Johnstone Supply	R53-841 435-074 3/4X1/2 ADP FXRS 		P.V.C. - Fittings	5	
Johnstone Supply	R53-865 701-028-5 NYLON FITTING 		P.V.C. - Fittings	5	
Johnstone Supply	G31-892 7447 SCOURING PAD 		Crimping Tools - Hand Tools	12	
Johnstone Supply	L36-881 C25CNB130T CONTACTOR 		1 Pole - Definate Purp. Con	4	
Johnstone Supply	L45-023 C130A DP CONTACTOR 		1 Pole - Definate Purp. Con	4	
Johnstone Supply	L88-478 50344 PD 24X24 FACE ONLY 		Grilles, Registr. Difu - Air Distr.	4	
Johnstone Supply	L40-774 C320SNP11 AUX CONTACT 		Accessories - Definate Purpose Con	4	
Johnstone Supply	L45-083 P7S AUX. SWITCH 		Accessories - Definate Purpose Con	4	
Johnstone Supply	G21-466 80-6107-3323-2 TAPE 		Electrical Tapes	10	
Johnstone Supply	G21-197 33+SUPER3/4X66 TAPE 		Electrical Tapes	7	
Johnstone Supply	P55-210 3L210 V-BELT 		3L Belts	15	
Johnstone Supply	G80-631 4369-75 SPRYNBND AER12OZ 		Glue - Sealants	8	
Johnstone Supply	W69-123 60765804 1/2 HUB 		Accessories - Fan Blades	9	
Johnstone Supply	L36-484 AT013 THERMOSTAT 		Adjustable - Snap Disc T-Stats	4	
Johnstone Supply	H27-094 80560 INSPECTION MIRROR 		Mirrors - Spec. Tools	4	
Johnstone Supply	R54-454 B2-4 1/4 GASKET 		Refrig. Flare-Fittings	25	
Johnstone Supply	R54-455 B2-6 3/8 GASKET 		Refrig. Flare-Fittings	25	

14-08-03 HVAC Parts and Supplies

Johnstone Supply	R53-056 U2-4 1/4 UNION 		Refrig. Flare-Fittings	4	
Johnstone Supply	G32-726 A76BPZ ECTRONCS BATTERY 		Alkaline-Batteries	4	
Johnstone Supply	G32-985 4EHG7663 FUSE 500V 4.0A 		Misc. Parts - OEM A/C Parts	5	
Johnstone Supply	R56-303 MP-6C 6X6 CORK VIB PAD 		Misc. - AC/R Supplies	4	
Johnstone Supply	R94-081 310077 3/4"X10' SCH-40 		PVC - Tubing	8	
Johnstone Supply	L96-501 5039701504 P312-20X20X1 		Filters - Air Qual. Prod.	12	
Johnstone Supply	L39-131 STC4358 LINK 		Fuse Links - thermostats	5	
Johnstone Supply	L39-132 STC4438 LINK 		Fuse Links - thermostats	4	
Johnstone Supply	J27-104 5216051 HOSE CLAMP 		Misc. Supplies - Inst.	20	
Johnstone Supply	R54-171 FP4BV-34 3/4" PVC BAL VL 		Valves - Plumb. Prod.	6	
Johnstone Supply	P48-180 4L180 BELT 		4L Belts	6	
Johnstone Supply	L38-242 224-4 1/4 UNION TEE 		Brass Compress. -Fittings	6	
Johnstone Supply	L37-146 NTC300 LINK 		Restrting Kits - Elec. Htg.	19	
Grainger	10U324		Shut Off Coupler, Straight	6	
Grainger	2CMH7		Air Vent, Float, Max Operating PSI 150	4	
Grainger	3KU65		Manifold, Service	8	
Grainger	1VNW9		Electric Space Htr, Fan Forced, 120V	37	
Grainger	3VU33		Electric Space Heater, Fan Forced, 120V,	5	
Grainger	1ANG9		Alkaline Based Coil Cleaner, 1 Gal, Blue	7	
Grainger	1ANJ3		Coil Cleaner, Evaporator, 1 Gal, Green	10	
Grainger	1PTJ3		Replacement Pump, Port-A-Cool 16 In, 4HA15	7	
Grainger	22D151		Pump, Replacement	4	

Other Items not listed

The following discounts should be used for all other items not listed above. It should be by product category i.e. motors, capacitors, plenums, etc.

<u>Product Categories</u>	<u>% Discount of manufacturers list for general parts and supplies</u>

14-08-03 HVAC Parts and Supplies

Refrigerants

DESCRIPTION	UNIT	Quantity	Price per cylinder
Refrigerant, Type			
R-22, Disposable, 30lb SAP # 4663	CYL	1073	
R-22, Disposable, 50lb SAP # 4664	CYL	102	
R-134A, Disposable, 30 lb. SAP # 4665 (non mobile)	CYL	750	
R-410 A, Disposable, 25 lb.	CYL	1250	
R-407 C, Disposable, 25 lb.	CYL	20	
R-123 , Disposable, 100 lb.	CYL	100	

Other Items not listed

The following discounts should be used for all other items not listed above.

<u>Product Categories</u>	<u>% Discount of manufacturers list for refrigerants</u>

14-08-03 HVAC Parts and Supplies

Filter Media

THICKNESS	ROLL SIZE (W x L)	Total SQ. FT. Per Roll	Price Per SQ. FT. Per Roll
	MERV 8		
1 inch			\$
2 inch			\$

PLEATED FILTERS	UoM	Price Per Filter(not per package)	Price Per Filter(not per package)
	each		
Filter Size			
		MERV 8	MERV 13
8x24x2			
10x60x1			N/A
10x28x1			N/A
10x45x1			N/A
11x24x2			
12x16x2			
12x24x2			
12x24x4			
14x20x2			
14x28x1			N/A
14x33x1			N/A
14x55x1			N/A
15x20x2			
15x25x2			
15x40x2			
16x20x1			N/A
16x16x2			
16x20x2			
16x24x2			
16x25x2			
16x20x4			
16x25x1			N/A
16x24x4			
16x25x4			
16x28x1			N/A
16x30x1			N/A
16x32x1			N/A
16x33x2			
16x48x1			
17x18x1			

14-08-03 HVAC Parts and Supplies

PLEATED FILTERS	UoM	Price Per Filter		Price Per Filter	
	each				
Filter Size					
		MERV 8		MERV 13	
17x19x1					
17x42x2					
18x18x2					
18x24x2					
20x20x1					
20x16x2					
20x20x2					
20x24x2					
20x30x2					
20x25x2					
20x20x4					
20x24x4					
20x25x4					
22x22x1					
24x12x2					
24x20x2					
24x20x4					
24x24x1					
24x24x2					
24x24x4					
24x24x6					
24x25x2					
25x25x2					

Other Items not listed

The following discounts should be used for all other items not listed above.

<u>Product Categories</u>	<u>% Discount of manufacturers list for filter media</u>

14-08-03 HVAC Parts and Supplies

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

Number of Full Time Employees: _____ Part Time Employees: _____

14-08-03 HVAC Parts and Supplies

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]

Names of owners, principal shareholders or stockholders, officers, agents, salespeople and key employees who have been District employees or members of their immediate families who are either working or potentially working on this District's contract(s):

[illegible]

14-08-03 HVAC Parts and Supplies

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

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

Name of Bank: _____
Bank Officer _____ Officers Telephone Number _____

14-08-03 HVAC Parts and Supplies

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

14-08-03 HVAC Parts and Supplies

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