



## REQUEST FOR PROPOSALS

RFP # 15-03-10

### Water Softener Equipment Services

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

Houston Independent School District  
Board Services - Room 2C12  
Attn: Henry Lowery Jr.  
RFP/ 15-03-10 Water Softener Equipment Services  
4400 West 18<sup>th</sup> Street  
Houston, TX 77092

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

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

Proposals will be received at the above address until **3:00 p.m. (CST) May 27, 2015**. A pre-proposal conference will be held in conjunction with the RFP at **10:00a.m. (CST) Monday, May 18, 2015**. 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 (160) days from the proposal due date pending acceptance by HISD.

The District will award this RFP to a single respondent, multi-supplier award, or line item award (choose the award method according to the committee agreement and scope), based upon the evaluation of all proposals received. More details regarding evaluation of proposals are included in Section III, which is the Scope of Work and Specific Conditions section of this RFP.

*Gilberto A. Carles*

Gilberto A. Carles, MBA  
General Manager – Procurement Services

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

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## I. INSTRUCTIONS, SUBMISSION REQUIREMENTS AND PROCEDURES

### 1.1 GENERAL INFORMATION

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

**1.1.1 CODE OF SILENCE AND CONFLICTS OF INTEREST:** The Board of Education (Board) has adopted a "Code of Silence" policy (ref. [Board Policy CAA \(Local\)](#)) and a "Conflict of Interest Disclosures" policy (ref. [Board Policy BBFA \(Local\)](#)) to enforce its commitment to ethical contracting standards and improve accountability and public confidence. It is important to avoid both the appearance of conflicts and actual conflicts of interest.

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

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

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

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

Board Policy 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 **Henry Lowery** ("Project Manager"), Procurement Services, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092, [hlowery1@houstonisd.org](mailto:hlowery1@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 Project Manager's e-mail [hlowery1@houstonisd.org](mailto:hlowery1@houstonisd.org), on or before **Thursday, May 21, 2015 at 3 p.m.** If there is a pre-proposal conference, responses to written questions

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submitted prior to the pre-proposal conference will be read at the pre-proposal conference and included in the first addendum along with additional information including questions 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.

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## **1.4 PROPOSAL INFORMATION REQUIRED**

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

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

### **Title Page**

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

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

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

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

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

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

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

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

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

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

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

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

**1.7 DISCUSSIONS / NEGOTIATIONS:** Discussions/negotiations may be conducted with Proposer(s) who are



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

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

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

**1.10 OPENING PROPOSALS:** All proposals may be opened as soon as received. A formal public "opening" will not be held. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but HISD's records are subject to the State of Texas Public Information Act requirements.

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

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

Timeline	
Release RFP	May 09, 2015
Pre-Proposal Conference	May 18, 2015 at 10:00am in Room 2C12, Hattie Mae White Educational Support Center, 4400 West 18 <sup>th</sup> Street, Houston, Texas 77092
Last date for questions:	3 p.m. on Thursday, May 21, 2015
RFP Due	3 p.m. on Wednesday, May 27, 2015
Evaluation Period	May 27 <sup>th</sup> – June 30 <sup>th</sup> , 2015 (subject to change)
Sample Testing	N/A
Selected Proposal(s) Approved	Next Schedule Board Meeting

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

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

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

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

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

1.11.6 **LATE PROPOSALS:** Responses submitted after the due date and time noted in this RFP shall not be considered and shall be returned to the Proposer(s), unopened, by United States Mail. The District is not responsible for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. The time and date stamp clock in the Houston ISD's Board Services Department, Hattie Mae White Educational Support Center, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092, shall be the official date and time of receipt. It shall be the sole responsibility of the Proposer(s) to ensure that his or her bid is received at the appropriate location by the specified deadline. **There shall be no exceptions to these requirements.**

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

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

**1.14 APPEAL PROCESS:** Any Proposer(s) that submitted a proposal may appeal the District's award, if the appeal is based on deviations from laws, rules, regulations, or Board of Education policies. Board of Education GF Local applies to Proposer(s) wishing to appeal a proposal and/or award of a contract: Proposer(s) shall submit appeals via U.S. mail or electronic-mail (e-mail), utilizing the District Dispute Resolution Form, to the General Manager – Procurement Services, and appeals must be received no later than 4:00 P.M. on or before the fifteenth (15<sup>th</sup>) business day after Board Award. In the event that a Proposer is unsure about the Board Award, it is the Proposer's responsibility to contact Procurement Services on the next business day after the Board Award is announced, and verify the specifics concerning the Award. Proposers need to conduct whatever research is necessary to verify the Award, and, in the event that an appeal is filed, must meet the fifteenth business day rule stated in GF Local. The 15 days begins to run on the first business day after Board Award is announced.

## 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).

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### 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, 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

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member may make a change to the purchase order by issuing and sending a formal change purchase order to the awarded supplier.

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

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

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

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

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

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

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

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

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

The district may terminate this contract if the district determines that the person or business entity failed to give notice

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as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The district will compensate the person or business entity for services performed before the termination of the contract.

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

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

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

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

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

**2.9 TEXAS PUBLIC INFORMATION ACT (TPIA):** Supplier acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the Supplier has clearly marked as confidential and/or proprietary, the District will provide the Supplier with the notices under the TPIA. Supplier acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

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

### **2.11 INSURANCE:**

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

<u>Type of Coverage</u>	<u>Minimum Limits</u>
1. Workers' Compensation and Employer's Liability	Statutory \$100,000 per accident
2. Automobile Liability: Bodily Injury & Property Damage For all owned, non-owned vehicles and hired vehicles.	\$1,000,000 Combined Single Limit
3. Commercial General Liability	\$1,000,000 Combined Single Limit
4. Professional Liability (errors and omissions) may be required at the discretion of the Project Manager.	

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

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

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

Project Manager as stated in Section 1.1.4 of this RFP  
Houston Independent School District  
Procurement Services  
4400 West 18<sup>th</sup> Street  
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 18<sup>th</sup> Street, Houston, Texas 77092.

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

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

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

### **2.14 QUANTITY:**

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

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

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

**2.15 BONDING:** At the District discretion, Performance and Payment Bonds may be required on certain projects valued in excess of designated amounts (\$100,000 for Performance Bond & \$25,000 for Payment Bond). The District will determine the necessity of Performance and Payment Bond on a project by project basis. The procurement Project Manager will advise potential Proposers if a particular project requires bonding. A sample of the Performance Bond and the Payment Bond can be found at the following web address:

<http://www.houstonisd.org/cms/lib2/TX01001591/Centricity/Domain/8017/Performance Bond Form.docx>

**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:



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

To: Houston Independent School District  
Attn: Superintendent of Schools  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

Copy To: Mr. Gilberto A. Carles, MBA  
General Manager – Procurement Services  
4400 West 18<sup>th</sup> Street  
Houston, Texas 77092

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

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

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

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

**2.24 TERMINATION:**

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

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

**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.

## RFP 15-03-10 Water Softener Equipment Services

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

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

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

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

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

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

**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 or on account of, any stoppage or delay in work.

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**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.

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**3.1 SCOPE OF WORK:** The Houston Independent School District ("HISD" and/or the "District") is soliciting proposals for at a minimum:

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the installation, rental, and maintenance of water softener equipment, to approximately 50 schools and additional units as needed.

The District will make the sole and final determination regarding specifications, quality, performance levels, and interchangeability, in regards to this bid.

Your proposal is required to be typed, and submitted in triplicate with an original manual signature of a company officer. Proposer must submit information for Part IV in both printed and electronic form as well as an electronic version of proposal; handwritten proposals will not be accepted. Proposers are required to include an USB memory that contains the information on the spreadsheet in Part .IV. **Bid information entered in Part IV must not be saved in PDF format additionally a copy of the vendors' electronic proposal** to the USB. Prospective Proposers are advised that proposals not conforming to the standards stated in this paragraph may not be considered. The original and two copies must be printed on one side of the paper only. Double-sided copies will not be accepted.

### **3.2 SPECIFIC CONDITIONS**

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

#### **3.2.1 ASSIGNMENT**

Any award made as a result of this solicitation may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by the successful proposer(s) without prior written approval from Houston Independent School District. Each subcontractor's experience and performance will be the same as the service provider. The substitution of the one subcontractor for another may be made only at the discretion of Houston Independent School District and only with prior written approval from HISD. The service provider must be designated as the single point of contact to be responsible for the performance, activities, and coordination of all activities of the subcontracting team. Notwithstanding the use of approved subcontractors, the service provider, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

#### **3.2.2 AWARDS**

For the 2014-15 school year, the Houston Independent School District includes 283 schools throughout the Greater Houston Area. In evaluating the proposals submitted, the District reserves the right to award this proposal by zone to multiple Suppliers or all zones to a single Supplier, whichever brings "Best Value" to the District. Purchase price is not the only criteria that will be used in the evaluation process. Actual method in selecting the Supplier(s) to be awarded will be determined by the criteria listed in: Section 3.5 Evaluation.

#### **3.2.3 QUOTED COST**

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

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### 3.2.4 **PROOF OF SPECIFICATION:**

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

Equipment

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

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

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

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

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

### 3.2.5 **SERVICES AND PRODUCTS:**

- To be provided for in the stated costs above will include:

1. Water quality with softener 1s to be "zero grams of hardness,"
2. Monthly service inspections and maintenance of each system with written documentation of services performed (See Documentation Section),
3. Salt, as required for proper regeneration of each system,
4. Any and all additional service visits and additional costs of salt, as well as parts and labor as needed to maintain the equipment in proper operating condition Damage to equipment outside of normal wear and use is excluded

### 3.2.6 **SIMILAR PRODUCTS**

Whenever product(s) is (are) referred by HISD in this proposal by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product(s) shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

### 3.2.7 **WATER SOFTNER EQUIPMENT SERVICE CALLS**

All water softener equipment service calls must be scheduled with Nutrition Services Maintenance Team Lead (713) 491-5776. The proposer shall NOT conduct water softener equipment service in any building or facility within Houston ISD without prior authorization.

- All personnel who will be providing services must be trained in service and repair procedures for commercial water treatment equipment.
- Contractor must be of adequate size, in terms of technical and support staff as well as geographic coverage to properly service the District property(s).
- Contractor is expected to handle each school as an individual unit and strive to mesh with

## RFP 15-03-10 Water Softener Equipment Services

District operations.

- Response time for service requests should not exceed 36 hours.
- Contractor must place primary responsibility for these water softener systems with an experienced service technician. It is expected that, with his experience, he should predict problems and perform preventative maintenance to preclude them.

### 3.2.8 **VENDOR RESPONSIBILITY**

All scheduled service must be scheduled by Nutrition Services Senior Attendant. Any changes in printed schedule must be cleared with Quality Assurance and the facility designee (if applicable), at least 48 hours in advance, and proper notification should be sent to Quality Assurance to verify a change in service.

- A. The proposer shall comply with all current laws, HISD Strategies, Best Practice Methods, Ordinances, Rules and Regulations pertaining to water softener equipment service in Public Schools. Regular communication between applicators and the Quality Assurance must be maintained.

### 3.2.9 **DISTRICT RESPONSIBILITY**

- A. The District will extend all necessary cooperation to ensure effective water softener equipment service results. Preparations should be made for each service and access provided to all locked areas.
- B. The District will keep a file of service reports and evaluate service type and dates so as to ensure proper coverage

### 3.2.10 **MONTHLY SERVICE AREAS**

Regular monthly service is expected to be provided to the areas listed below. These areas will be serviced monthly according to a schedule to be developed jointly with the Maintenance Team Lead and successful proposers. Service locations within the District are subject to change and must be scalable to fit the needs of HISD.

- A. School kitchens, storerooms, cafeterias, snack bars
- B. H.I.S.D. Administration Building kitchen, cafeteria, coffee bars.
- C. Nutrition Services Warehouse.
- D. Service of facilities may be requested.

### 3.2.11 **MATERIAL SAFETY DATA SHEETS**

Proposers must furnish District with current material safety data sheets and specimen labels for all items used on school district property **prior to** application.

### 3.2.12 **REQUIRED AND UPDATED DOCUMENTATIONS**

- SERVICE REPORTING After each service visit, the service technician must document his/her visit as follows
  - Date serviced
  - Location serviced
  - Name of service technician
  - Conditions found and water hardness documented
  - Work performed

## RFP 15-03-10 Water Softener Equipment Services

- Chemicals and parts used
- Comments and recommendations
- Signature of Nutrition Services Team Lead
- All service reports faxed to 713-491-5805 by end of day and mailed next day to Attention Lydia Tarkington 6801 Bennington Houston, Texas 77028
- All reports must have a Team Lead's signature for payment to be received from the HISD Nutrition Services No unsigned Service Reports will be paid
- P.O. number must be on invoice

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

A copy of the Service Report form to be used must be submitted with the bid

As a condition for payment to the awarded vendor for contract services or installation fees for each school installation, copies of the City of Houston Installation Permit and Backflow Prevention Certification Test Report will be presented to the Supervisor, Facilities and Equipment Management, Office of Nutrition Services, 6801 Bennington, Houston, Texas The Supervisor will verify all work completed and release invoices for payment

HISD personnel will periodically be auditing facilities being serviced and checking the installations for compliance with city and district plumbing codes as well as the "degree of softness" Concerns will be communicated in writing to the contractor

Vendor personnel will supply sticker on the equipment at each facility that is being serviced with the date, time, and brief description of service being performed. HISD may execute the right to terminate contracts with awarded vendor for failure to comply with the required and updated documentation.

### **3.2.13 EQUIPMENT REMOVAL**

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

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

### **3.2.14 SPECIAL ENTRANCE**

Certain areas within some buildings may require special entrance instructions. Any restrictions associated with these special areas will be explained by the Nutrition Services Senior Attendant or representative.

### **3.2.15 UNIFORMS AND PROTECTIVE CLOTHING**

All vendor personnel working in or around buildings specified in this agreement shall wear distinctive uniform clothing. All vendor personnel must possess proper identification and proof of credentials while at school sites and facilities. The vendor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products used.

## RFP 15-03-10 Water Softener Equipment Services

### 3.2.16 RIGHT TO REFUSE PERSONAL

Service providers must submit a complete list of all persons to perform work either as contractor and their employees or a partner and their employees. The list must be in the form of a brief resume to include: certification, length of time employed by said contractor, evidence of background security check and date of last drug test. This includes part-time and full-time employees. Houston Independent School District reserves the right to refuse, at its sole discretion, any personnel.

### 3.2.17 FIRM PRICES

All prices should be guaranteed for the entire proposal period. Maximum consideration will be given to these proposers. Due to system constraints pricing must be to no more than two (2) places past the decimal point. HISD reserves the right on any bids submitted where pricing is more than two (2) places past the decimal point to round the price down to two (2) places past the decimal point. Awarded vendors will be recommended for award for one year from the board approval date with two (1) one year renewal options at the sole discretion of HISD.

### 3.2.18 ADDITIONAL DISCOUNTS & PROMOTIONS

Awarded vendor(s) may provide additional discounts based promotional sales, or volume purchase discounts as an added value benefit to the district.

### 3.2.19 PRICE ADJUSTMENTS

Additional sites and facilities may be added or deleted at any time throughout the life of the Agreement. The Contractor shall be required to provide service to any additional sites and facilities subject to all conditions identified herein and subject to the Contractor average price per square foot as submitted in the Request for Proposal Price Sheet. The contract price schedule shall be adjusted to reflect changes in the number and square footage of sites and facilities serviced as service levels vary.

### 3.2.20 ADDITIONAL SERVICES

From time to time the Contractor may be asked to perform extra services not specified within the general scope of work. Contractor shall submit a quote for extra services and be prepared to begin the necessary work within one (1) working day of receipt of the request. This type of work may also be competitively bid at the District's discretion.

### 3.2.21 CATALOG OFFERING

In the event of a catalog discount type proposal, in addition to the formal line items, proposers may submit a percentage discount for Water Softener Equipment Services & Related Products from vendor catalogs or price lists for the term of the contract and renewal options in accordance with the scope and specification, and terms and conditions of this Request for Proposal.

In the event of crop failures, product shortages, plant closures, acts of God, convenience or changes in customer taste and expectations, HISD, at its sole discretion, reserves the right to call for samples of catalog items, new product ideas, and alternate products submitted for consideration. Catalog, alternates, or new products that meet the specifications detailed in the RFP may be added to this Contract, with prior written approval from HISD.

Pricing of any catalog items, new products, and alternates shall be equivalent to the percentage discount or proposed prices for other similar products offered in this RFP. HISD may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree.



## RFP 15-03-10 Water Softener Equipment Services

### 3.2.22 TITLE AND RISK OF LOSS

The title and risk of loss for the requested items shall remain with the successful proposer(s) until the items have been delivered and accepted by HISD.

### 3.2.23 QUANTITIES

Dealers are expected to carry sufficient inventories to service the needs of HISD. Quantities to be used are estimated and the amount required by HISD can increase or decrease at the same individual bid item price within the bid period. H.I.S.D. makes no guarantee or commitment of any kind concerning quantities that will actually be purchased or usage of any contracts resulting from this Request for Proposals.

### 3.2.24 ORDERS

A contract number will be issued to the successful proposer(s) for anticipated product in advance of service. The successful bidder will only be paid for services that are awarded, requested on an order form given from approved district representative, and completed at the pre-arranged time and date. The contract number must appear on each invoice / service ticket. The **original copy and one other copy** of the delivery invoice / service ticket must be left with approved district representative.

### 3.2.25 CONTRACT PERFORMANCE

HISD reserves the right to cancel the entire contract and/or buy in the open market at the current price and charge the contractor the difference between the price so paid and the proposal price in the event (a) any service is not performed according to the specifications and/or awarded proposal price, (b) requested services are performed without prior approval, or (c) services are not performed within the approved specified time period. Awarded vendors not in compliance with the terms and conditions set forth in this proposal project will be in default, and HISD reserves the right to not place orders nor accept proposals for a period of one year.

### 3.2.26 ASSESSMENTS

Awarded proposer(s) at no additional cost may be required to provide an assessment regarding water quality issues at HISD facilities. Vendor(s) may provide recommendations for installation and the implementation of water softener equipment and maintenance services. HISD reserve the right to request a third party assessment to confirm vendor recommendation(s). If the result of the third party assessment indicate conflicting information from the vendors recommendation HISD may execute the right to terminate contracts with awarded vendor.

### 3.2.27 CHANGE ORDERS

HISD reserves the right to make change orders on quantities and/or items on any order up to 2:00 P.M. the day before scheduled service.

### 3.2.28 EXCESS PRODUCT

HISD is not responsible for any product that the dealer has on hand at the end of the agreement terms.

### 3.2.29 PRODUCT ANALYSIS

HISD reserves the right to request the bidder to submit an independent laboratory analysis on any item before awards are made. An independent laboratory may randomly monitor bacterial levels. If unacceptable levels are found, vendor will be given 24 hours' notice to pick up product or it will be shipped to an outside public warehouse and stored at the vendor's expense. Vendor will pay for independent lab test if product does not meet specifications.

### 3.2.30 VEHICLES

Vehicles used by the vendor shall be identified in accordance with state and local regulations. The successful proposer will ensure all vehicles are clean and sanitary, in good repair, appropriate for the type of service

## RFP 15-03-10 Water Softener Equipment Services

being provided, and meet all health and sanitation requirements of the State of Texas, local and federal government. Vendor is required to provide all the necessary labor, equipment, and vehicles necessary to perform services.

Drivers - Drivers shall present a neat and clean appearance, be in uniform, show picture ID, and make their deliveries in an efficient and courteous manner. Drivers must meet all requirements for license and driving record, required by the TEA Education Code 22.085.

Service Ticket/Invoice – An itemized service receipt/invoice must be left at each school location of each district at the time of service. Each receipt shall include:

- Date of Service
- Name of school/site receiving the service
- Purchase Order number must appear on Invoice or Credit. Separate invoices should be submitted for each separate Purchase Order.
- Price per service and extended price with total
- Signature of authorized employee – District is not responsible for payment if authorized signature is lacking.

Routing: The schools listed in each area may be altered by HISD if determined necessary. The frequency of service to each school or group of schools may be modified to meet district requirements. HISD reserves the right to reject the use of any equipment by a carrier if it is not in a clean sanitary condition, and suitable for the service being provided.

### 3.2.31 **PAYMENT TERMS**

The Houston Independent School District's payment policy is payment within 30 days of receipt of delivery. The district does encourage bidders to submit preferred payment terms; however, it there is no discount for payment in less than 30 days from receipt of delivery, HISD reserves the right to pay the vendor within 30 days after receipt of delivery.

### 3.2.32 **WORKMANSHIP GUARANTEE**

The vendor shall fully warrant all services against poor, inferior quality and workmanship for not less than throughout the term of the contract from the date of service. All applicable materials, parts and/or equipment furnished by service provider will be under original manufactures warranty from the date of installation. The contractor shall repair or replace any inoperable materials or equipment in a timely manner during the warranty period at no cost. The vendor shall be held responsible for any breakage, loss of equipment or supplies during the service. The vendor shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged.

### 3.2.33 **APPROVED SERVICES ONLY**

Only approved services and/or selected alternates awarded in the bid or requested as needed by the Nutrition Services Senior Attendant may be provided. Failure to follow this policy may result in the vendor not being paid.

### 3.2.34 **BRANDS & MODELS**

Brands and model numbers, where listed, are used for specification reference only, unless otherwise stated, and are not intended to limit consideration of an approved equal or equivalent item. Descriptive information or a sample may be requested for any item proposed other than the referenced item.

### 3.2.35 **PRODUCT CHANGES**

If a manufacturer's product formulations change and/or pack size change prior to/or during the contractual period, it is the responsibility of the vendor to notify the HISD procurement office immediately.

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### 3.2.36 **PRESENTATIONS**

During the process of selecting a vendor(s) to provide the required products and/or services, oral presentations, sample event(s), and/or product reviews may be requested. Each proposer should be prepared to make a presentation to HISD Evaluation Committee. The presentations must show that the proposer clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

### 3.2.37 **EQUIVALENT OR APPROVED EQUAL**

Whenever a product is defined in any of the Conditions of the Proposal by describing a proprietary product, or by using the name/model of a manufacturer or vendor, the term "or other units considered to be equivalent", if not inserted, shall be implied. The specific product described shall be understood as indicating the type, function, and minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.

If a brand/model is offered other than the one specified, complete descriptive information of the offered product must be included with the proposal. Products being proposed as an equal to the items specified must be available for inspection/evaluation by Houston ISD.

Determination of equivalent or approved equal is at the sole discretion of the district. If the vendor takes no exception to specifications of referenced data, brand names, models, etc. must be provided as specified.

### 3.2.38 **OFFICERS ELIGIBLE TO SIGN**

Listed below are the officers that are eligible to sign pages in this bid that require an officer's signature.

1. Chairperson
2. President or CEO
3. Vice-President
4. Assistant Vice-President
5. Corporate Secretary
6. Assistant Corporate Secretary
7. Treasurer or CFO
8. Assistant Treasurer
9. General Counsel
10. Assistant General Counsel

If the bid documents that require an officer's signature are not signed by one of the above individuals, the proposal will not be accepted.

### 3.2.39 **BUY AMERICAN ACT**

HISD has a preference for 'US Domestic' products in accordance with USDA Regulation 7 CFR Part 250, and a preference for agricultural products from Texas in accordance with Section 44.042, Texas Education Code. Domestic packers and products only, unless otherwise approved.

### 3.2.40 **BILLING**

Invoices are to be mailed for payment of delivery to:

Controller's Office  
Food Services Accounting  
Level 3 North East  
4400 W. 18th  
Houston, Texas 77092

## RFP 15-03-10 Water Softener Equipment Services

Each receipt shall include:

- Date of Service
- Name of school/site receiving the service
- Purchase Order number must appear on Invoice or Credit. Separate invoices should be submitted for each separate Purchase Order.
- Price per service and extended price with total
- Signature of authorized employee – District is not responsible for payment if authorized signature is lacking.

### 3.3 **TABULATION SPECIFICATIONS:** Please refer to form F.

### 3.4 **REFERENCES**

As an extension of your proposal introduction. Provide at least three (3) references of governmental entities (school districts preferred) that have purchased services, products, and/or related Items from you in the last 5 years.

Company Name

Address

Contact Name

Phone Number

Email

### 3.5 **COST:**

Supplier shall provide a 30-day written notice of any necessary price changes due to a force majeure situation that may arise during the term of the Proposal, and shall provide supporting manufacturer and/or distributor documentation to support such price adjustments. The District reserves the sole right to accept or reject a request for such a price change during the term of the agreement.

### 3.6 **COMPETITIVE RANGE**

It may be necessary for the District to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and do not receive further award consideration.

### 3.7 **MULTIPLE AWARDS**

HISD reserves the right to award contracts to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with HISD. HISD. May make multiple awards; this fact should be taken into consideration by each potential vendor.

### 3.8 **MARKET BASKET SURVEY**

HISD reserves the right, in its sole discretion to use a "Market Basket Survey: method, based on strategically selected criteria to determine the most advantageous proposal(s).

### 3.9 **EVALUATION FACTORS:**

The evaluations committee will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instructions on submitting a proposal. The highest rated proposer(s) evaluated by the Committee **may** be invited to make an oral presentation of their written proposal to the Committee. 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.

## RFP 15-03-10 Water Softener Equipment Services

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

## RFP 15-03-10 Water Softener Equipment Services

Criteria #	Criteria Description	Weighted Value
1	the purchase price	30%
2	the reputation of the Proposer and of the Proposer's goods or services a) References b) Experience with local governmental agencies within the past 5 years c) Years in Business	10%
3	the quality of the Proposer's goods or services a) Profile of vendors b) Quality of Vendors Product(s) / Services	20%
4	the extent to which the goods or services can meet the District's needs a) Can service all HISD locations	15%
5	the Proposer's past relationship with the District a) On-time service b) Complied with terms of the bid project c) Ability to provide service requirements (invoicing, service appointments, deliver complete orders)	5%
6	the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses a) M/WBE analysis	10%
7	the total long-term cost to the District to acquire the Proposer's goods or services b) Can honor firm fixed pricing	5%
8	for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	5%
9	List and weigh any other relevant factors	0 %

# RFP 15-03-10 Water Softener Equipment Services

## HOUSTON INDEPENDENT SCHOOL DISTRICT

### 2014-2015 SCHOOL LISTINGS

*Houston Independent School District • 4400 West 18<sup>th</sup> Street • Houston, Texas 77092-8501*

EARLY CHILDHOOD School	CENTERS Address	Phone	Principal
Bellfort	7647 Bellfort (77061-1703)	713-640-0950	Cheryl D. Lewis
Farias, Armandina	515 East Rittenhouse (77076-1607)	713-691-8730	Sandra Menxueiro
Fonwood	10719 Seneca St (77016-2529)	713-633-0781	Kimberly Agnew Borders
Halpin, Sharon	10901 Sandpiper (77096-5717)	713-778-6720	Traci Hart-Jackson
King, Martin Luther Jr.	3930 West Fuqua (77045-6302)	713-797-7900	Gabrielle Coleman
Laurenzo, Ninfa	205 North Delmar (77011-2309)	713-924-0350	Carmen López-Rogina
Mistral, Gabriela	6203 Jessamine (77081-6304)	713-773-6253	Laura Alaniz
Neff, Pat	8200 Carvel (77036-6320)	713-778-3470	Gerardo Leal

#### ELEMENTARY SCHOOLS

School	Address	Phone	Principal
Alcott, Louisa May	5859 Bellfort (77033-2143)	713-732-3540	Paula L. Pierre
Almeda	14226 Almeda School Rd.(77047-5061)	713-434-5620	Edward Cuevas
Anderson, Ralph	5727 Ludington (77035-4305)	713-726-3600	Roslyn Vaughn
Ashford	1815 Shannon Valley (77077-4901)	281-368-2120	Valarie C. Sikes
Askew, Jewel	11200 Wood Lodge (77077-4237)	281-368-2100	Ebony B. Cumby
Atherton, Charles	2011 Solo (77020-4223)	713-671-4100	Albert Lemons
Barrick, Charles E.	12001 Winfrey (77076-1239)	281-405-2500	Yolanda Y. Garrido
Bastian, Mamie	5051 Bellfort (77033-3826)	713-732-5830	Toron J. Wooldridge
Bell, Kate	12323 Shaftsbury (77031-3123)	281-983-2800	Edrick G. Moultry
Benavidez, Roy P.	6262 Gulfton (77081-2306)	713-778-3350	Stefanie Hall
Benbrook, Joyce	4026 Bolin (77092-4711)	713-613-2502	Dana Darden
Berry, James	2310 Berry (77093-7418)	713-696-2700	Altha "Ali" Oliver
Blackshear, Edward	2900 Holman (77004-3240)	713-942-1481	Erin Smith
Bonham, James	8302 Braes River (77074-4212)	713-778-3480	Mary Ellen Fernandez
Bonner, Melinda	8100 Elrod (77017-5216)	713-943-5740	Sharon Carpenter
Braeburn	7707 Rampart (77081-7105)	713-295-5210	Santos Reyes
Briargrove	6145 San Felipe (77057-2801)	713-917-3600	Eden A. Jones-Hinds
Briscoe, Andrew	321 Forest Hill (77011-4801)	713-924-1740	Franklin Cahuasqui Jr.
Brookline	6301 South Loop East (77087-1012)	713-845-7400	Marco I. Morales
Browning, Robert	607 Northwood (77009-4510)	713-867-5140	Julia Elizondo
Bruce, Blanche	510 Jensen (77020-5834)	713-226-4560	Trealla Epps
Burbank, Luther	216 Tidwell (77022-2046)	713-696-2690	Diego Calderón-Duran
Burnet, David	5403 Canal (77011-2307)	713-924-1780	Ana Cantu
Burrus, James	701 East 33rd (77022-5101)	713-867-5180	Jessie Woods
Bush, Barbara	13800 Westerloch (77077-1900)	281-368-2150	Theresa L. Rose
Cage, Rufus	4528 Leeland (77023-3047)	713-924-1700	José A. Covarrubia
Carrillo, Edna	960 South Wayside (77023-3412)	713-924-1870	Mary P. Hallinan
Codwell, John	4103 Brisbane (77047-1701)	713-732-3580	Kristy Love
Condit, Al	7000 South 3rd, Bellaire (77401-4420)	713-295-5255	Daniel M. Greenberg
Cook, Felix Jr.	7115 Lockwood (77016-7027)	713-636-6040	Angel Kirby
Coop, Ethel	10130 Aldine-Westfield (77093-5449)	713-696-2630	Steve Guerrero

## RFP 15-03-10 Water Softener Equipment Services

Cornelius, John	7475 Westover (77087-6113)	713-845-7405	Karen E. Jackson
Crespo, Manuel	7500 Office City (77012-4115)	713-845-7492	José A. Sarabia
Crockett, David "Davy"	2112 Crockett (77007-3923)	713-802-4780	Claudia Chávez-Pinto
Cunningham, Leroy	5100 Gulfton (77081-2906)	713-295-5223	Anna L. White
Daily, Ray	12909 Briar Forest (77077-2005)	281-368-2111	Stephanie Y. Rhodes
Dávila, Jaime	7610 Dahlia (77012-3005)	713-924-1851	Mayra A. Hernández
DeAnda, James	7980 Almeda-Genoa (77075-0000)	713-556-9550	Christian De La Riva
DeChaumes, Helen	155 Cooper (77076-2541)	713-696-2676	Sandy Gaw
De Zavala, Lorenzo	7521 Avenue H (77012-1125)	713-924-1888	Juan Dueñas
Dogan, Matthew	4202 Liberty (77026-4730)	713-671-4110	Tarriek D. Rideaux
Durham, Mylie	4803 Brinkman (77018-2021)	713-613-2527	Angela L. Sugarek
Durkee, John	7301 Nordling (77076-1636)	713-696-2835	Patricia Palacios
Eliot, Charles	6411 Laredo (77020-4930)	713-671-3670	Zandra T. Aguilar
Elmore	8200 Tate 77028-5532	713-672-7466	Margarita Gardea
Elrod, Horace	6230 Dumfries (77096-4603)	713-778-3330	Linda Bellard
Emerson, Ralph Waldo	9533 Skyline (77063-5215)	713-917-3630	Alexander Rodríguez
Field, Eugene	703 East 17th (77008-4414)	713-867-5190	John J. Hendrickson
Foerster, Cecile	14200 Fonmeadow (77035-5218)	713-726-3604	Maya Weatherton
Fondren, Walter	12405 Carlsbad (77085-1224)	713-726-3611	Michael A. Walker
Foster, Marcellus	3919 Ward (77021-4861)	713-746-8260	Eric D. Tingle
Franklin, Benjamin	7101 Canal (77011-2753)	713-924-1820	Michael W. Burgess
Frost, Robert	5002 Almeda-Genoa (77048-4725)	713-732-3490	David Terrell
Gallegos, Mario	7415 Harrisburg (77011-4740)	713-924-1830	Jessica Tejada
García, Macario	9550 Aldine-Westfield (77093-6211)	713-696-2900	Aaron Dominguez
Garden Villas	7185 Santa Fe (77061-2621)	713-845-7484	Meron Tekle
Golfcrest	7414 Fairway (77087-3623)	713-845-7425	Mary F. Cisneros
Gregg, Lucile	6701 Roxbury (77087-5103)	713-845-7432	David Jackson
Grissom, Virgil	4900 Simsbrook (77045-5321)	713-434-5660	Jane Ocanas
Gross, Jenard	12583 South Gessner (77071-2848)	713-778-8450	Jill Y. Brooks
Harris, John Richardson	801 Broadway (77012-2124)	713-924-1860	Judith S. Garcia
Harris, Roland Plunket	1262 Mae (77015-5515)	713-450-7100	Shawna Punch
Hartsfield, Victor	5001 Perry (77021-3515)	713-746-8280	Alecia Bell
Harvard	810 Harvard (77007-1607)	713-867-5210	Kevin Beringer
Helms, James	503 West 21st (77008-3641)	713-867-5130	John Baker
Henderson, James Pinckney	1800 Dismuke (77023-4753)	713-924-1730	Herlinda García
Henderson, Nathaniel Q.	701 Solo (77020-7213)	713-671-4195	Rosa Cabrera-Thompson
Herod, Gary L.	5627 Jason (77096-2110)	713-778-3315	TBA
Herrera, John J.	525 Bennington (77022-4911)	713-696-2800	Christopher Carnes
Highland Heights	865 Paul Quinn (77091-4154)	713-696-2920	Wyanthia Price-Simmons
Hilliard	8115 East Houston (77028-2022)	713-635-3085	Mokysha D. Benford
Hines-Caldwell, Jean	5515 West Orem (77085-1253)	713-726-3700	Torrye Hooper
Hobby, William P.	4021 Woodmont (77045-3515)	713-434-5650	Stephen M. Gittens
Horn, Paul	4530 Holly, Bellaire (77401-5803)	713-295-5264	Sarah Harrington
Isaacs, Rollin	3830 Pickfair (77026-3968)	713-671-4120	Rosemarie Cumings
Janowski, Peter	7500 Bauman (77022-6125)	713-696-2844	Myrna Bazan
Jefferson, Thomas	5000 Sharman (77009-2651)	713-696-2778	Siomara Saenz-Phillips
Kashmere Gardens	4901 Lockwood (77026-2942)	713-671-4160	Kristi G. Rangel
Kelso, Anna	5800 Southmund (77033-1832)	713-845-7451	Connie M. Smith
Kennedy, John F.	400 Victoria (77022-2422)	713-696-2686	Diana Lum
Ketelsen, James	600 Quitman (77009-8113)	713-220-5050	Cynthia Banda



## RFP 15-03-10 Water Softener Equipment Services

Kolter, Jennie	9710 Runnymede (77096-4220)	713-726-3630	Steven D. Shetzer
Lantrip, Dora	100 Telephone (77023-1834)	713-924-1670	Magdalena V. Strickland
Law, James	12401 South Coast (77047-2736)	713-732-3630	Hannah Mose Harvey
Lewis, Judd	6745 Tipperary (77061-2101)	713-845-7453	Tonya Sanders-Woods
Lockhart, Lucian	3200 Rosedale (77004-6211)	713-942-1950	Monica D. Cooper
Longfellow, Henry Wadsworth	3617 Norris (77025-3600)	713-295-5268	Norma Pérez- Gwynn
Looscan, Adele	3800 Robertson (77009-4959)	713-696-2760	Kimberly Stanley Martin
Love, William	1120 West 13th (77008-6627)	713-867-0840	Robert Chavarria
Lovett, Edgar	8814 South Rice (77096-2622)	713-295-5258	Dawn Thompson
Lyons, E. A. "Squatty"	800 Roxella (77076-4431)	713-696-2870	Cecilia A. Gonzales
MacGregor, Henry	4801 La Branch (77004-5650)	713-942-1990	Patricia K. Allen
Mading, Reagan	8511 Crestmont (77033-1324)	713-732-3560	Nicole R. Haskins
Mandarin Chinese Immersion School	6300 Avenue B Bellaire, (77401-3716)	713-295-5276	Chaolin Chang
Marshall, Thurgood	6200 Winfield (77050-4604)	713-636-4606	Hilarion Martínez
Martínez, Clemente	901 Hays (77009-8910)	713-224-1424	Daniel A. Hernandez
Martínez, Raul C.	7211 Market (77020-5422)	713-671-3680	Elba Diana Carrión
McGowen, Ernest Sr.	6820 Homestead (77028-5045)	713-636-6979	Dana N. Arreola
McNamara, Ila	8714 McAvoy (77074-7308)	713-778-3460	Tiffany M. Chenier
Memorial	6401 Arnot (77007-2007)	713-867-5150	Mechiel Rozas
Milne, A. A.	7800 Portal (77071-1700)	713-778-3420	Jerome Ryans II
Mitchell, James	10900 Gulfdale (77075-4608)	713-991-8190	Brenda Garcia-Salazar
Montgomery, James	4000 Simsbrook (77045-5628)	713-434-5640	Faye C. McNeil
Moreno, Joe	620 East Canino (77037-4619)	281-405-2150	Adriana Castro
Neff, Pat	8301 Neff St. (77036-6320)	713-556-9566	Amanda Wingard
Northline	821 Witcher (77076-4818)	713-696-2890	Brian Doyle
Oak Forest	1401 West 43rd (77018-4106)	713-613-2536	Jenny D. Thomas
Oates, James W.	10044 Wallisville (77013-4616)	713-671-3800	Maria Isabel Palacios
Osborne, John G.	800 Ringold (77088-6337)	281-405-2525	Jacqueline Parnell
Paige, Roderick	7501 Curry (77093-8821)	713-696-2855	Lisa M. Williams
Park Place	8235 Park Place (77017-3104)	713-845-7458	Silvia Trinh
Parker, Cynthia	10626 Atwell (77096-4925)	713-726-3634	Lori Frodine
Patterson, Robert	5302 Allendale (77017-6214)	713-943-5750	Juan M. González
Peck, Lora	5001 Martin Luther King (77021-2711)	713-845-7463	Carlotta R. Brown
Petersen, Henry	14404 Waterloo (77045-6620)	713-434-5630	Lysette K. Cooper
Piney Point	8921 Pagewood (77063-5543)	713-917-3610	Bobbie Swaby
Pleasantville	1431 Gellhorn (77029-3343)	713-671-3840	Gwendolyn A. Hunter
Poe, Edgar Allan	5100 Hazard (77098-5330)	713-535-3780	Jeffrey Amerson
Port Houston	1800 McCarty (77029-3761)	713-671-3890	Julia Linkous
Pugh, Leeona	1147 Kress (77020-7416)	713-671-3820	Dario Villota
Red, Samuel	4520 Tonawanda (77035-3716)	713-726-3638	Dawn D. Randle
Reynolds, James R.	9601 Rosehaven (77051-3132)	713-731-5590	Debera D. Balthazar
River Oaks	2008 Kirby (77019-6016)	713-942-1460	Keri Fovargue
Roberts, Oran	6000 Greenbriar (77030-1145)	713-295-5272	Rita Graves
Robinson, Judson	12425 Woodforest (77013-6110)	713-450-7108	Terrance M. Sanders
Rodríguez, Sylvan	5858 Chimney Rock (77081-2715)	713-295-3870	Elena Martínez-Buley
Roosevelt, Theodore	6700 Fulton (77022-5416)	713-696-2820	Yolanda Rodríguez
Ross, Betsy	2819 Bay (77026-3203)	713-226-4550	Kimberlin K. Sturgis
Rucker, Pearl	5201 Vinett (77017-4958)	713-845-7467	Bernadette O. Blanco
Sánchez, George	2700 Berkley (77012-3550)	713-845-7472	Mayra Ramon
Scarborough, Walter	3021 Little York (77093-3519)	713-696-2710	Miriam Medina

## RFP 15-03-10 Water Softener Equipment Services

School at St. George Place	5430 Hidalgo (77056-6211)	713-625-1499	Dave Wheat
Scroggins, Mary	400 Boyles (77020-5242)	713-671-4130	San Juana Elizondo
Seguin, Juan	5905 Waltrip (77087-5140)	713-845-5600	Nora E. Sada
Shadowbriar	2650 Shadowbriar (77077-6000)	281-368-2160	Mark Samuel
Shadydale	5905 Tidwell (77016-4745)	713-633-5150	Tammie Daily
Shearn, Charles	9802 Stella Link (77025-4605)	713-295-5236	Clifford W. Buck
Sherman	1909 McKee (77009-2124)	713-226-2627	Benjamin A. Hernández
Sinclair, Thomas	6410 Grovewood (77008-3222)	713-867-5161	Abigail R. Taylor
Smith, Katherine	4802 Chrystell (77092-3513)	713-613-2542	Gloria Salazar
Southmayd, Joanna	1800 Coral (77012-3123)	713-924-1720	Sandra Cisneros
Stevens, Lulu	1910 La Monte (77018-4619)	713-613-2546	Jennifer Barrientez
Sutton, William	7402 Albacore (77074-6512)	713-778-3400	Sarah Cripps-Rains
Thompson, Ruby	6121 Tierwester (77021-1311)	713-746-8250	Trisha E. Davis
Tijerina, Felix	6501 Sherman (77011-3521)	713-924-1790	Britney B. Gandhi
Tinsley, Eleanor	11035 Bob White (77096-5714)	713-778-8400	Brandi Brevard
Travis, William B.	3311 Beauchamp (77009-6613)	713-802-4790	Thomas Day
Twain, Mark	7500 Braes (77025-1224)	713-295-5230	Melissa Patin
Valley West	10707 South Gessner (77071-3507)	713-773-6151	Sandra Little
Wainwright, Jonathan	5330 Milwee (77092-6655)	713-613-2550	Christina Aguirre Oliva
Walnut Bend	10620 Briar Forest (77042-2320)	713-917-3540	Michele Dahlquist
Wesley, Mabel	800 Dillard (77091-2301)	713-696-2860	Rhonda LeDuff
West University	3756 University (77005-2828)	713-295-5215	John Threet
Whidby, Tina	7625 Springhill (77021-6033)	713-746-8170	Roshanda Griffin
White, Edward	9001 Triola (77036-6147)	713-778-3490	Paulette A. Caston
Whittier, John Greenleaf	10511 La Crosse (77029-2111)	713-671-3810	Lori Lueptow
Windsor Village	14440 Polo (77085-3352)	713-726-3642	Stephanie R. Davis
Young, Ethel M.	3555 Bellfort (77051-1401)	713-732-3590	Novelyn Watson-

### ELEMENTARY/MIDDLE SCHOOL COMBINATIONS (PK/K-8)

School	Address	Phone	Principal
Briar Meadow	3601 Dunvale (77063-5707)	713-458-5500	Peter Heinze
Garden Oaks	901 Sue Barnett (77018-5415)	713-696-2930	Lindsey J. Pollock
Gregory-Lincoln	1101 Taft (77019-4537)	713-942-1400	Carlos Phillips
Pilgrim, Thomas	6302 Skyline (77057-6902)	713-458-4672	Diana Castillo
Reagan, Billy R.	4842 Anderson Rd (77053-2202)	713-556-9575	Joyce Williams
The Rice School	7550 Seuss (77025-2271)	713-349-1800	Kimberly Hobbs
Rogers, Thomas	5840 San Felipe (77057-3059)	713-917-3565	David Muzyka
Horace			
Rusk, Thomas	2805 Garrow (77003-2323)	713-226-4543	Eduardo D. Sindaco
Wharton, William	900 West Gray (77019-4226)	713-535-3771	Jennifer Day
Wilson, Woodrow	2100 Yupon (77006-1830)	713-942-1470	M. Beth Bonnette
Woodson, Carter	10720 Southview (77047-1038)	713-732-3600	Staci Taylor

### MIDDLE SCHOOLS

School	Address	Phone	Principal
Attucks, Crispus	4330 Bellfort (77051-1802)	713-732-3670	Deirdre Sharkey

## RFP 15-03-10 Water Softener Equipment Services

Baylor College of Medicine Academy	2610 Elgin (77004-3202)	713-942-1932	Jyoti Malhan
Black, Frank	1575 Chantilly (77018-4150)	713-613-2505	Paolo Castagnoli
Burbank, Luther	315 Berry (77022-3209)	713-696-2720	Rosa E. Hernandez
Clifton, Ruby	6001 Golden Forest (77092-2359)	713-613-2516	Rosa Cruz-Gaona
Cullen, Ezekiel	6900 Scott (77021-4851)	713-746-8180	Clayton Crook
Deady, James	2500 Broadway (77012-3814)	713-845-7411	Orlando Reyna
Dowling, Richard	14000 Stancliff (77045-5328)	713-434-5600	Tynette L. Guinn
Edison, Thomas Alva	6901 Avenue I (77011-2629)	713-924-1800	Armando Lujan
Fleming, Lamar	4910 Collingsworth (77026-5150)	713-671-4170	Sabrina Cuby-King
Fondren, Walter	6333 South Braeswood (77096-3605)	713-778-3360	Monique S. Lewis
Fonville, Richard	725 East Little York (77076-1626)	713-696-2825	Iris Reyes
Forest Brook	7525 Tidwell (77016-4413)	713-631-7720	Richard "Rick" Fernández
Grady, Henry	5215 San Felipe (77056-3605)	713-625-1411	Gretchen Kasper-Hoffman
Hamilton, Alexander	139 East 20th (77008-2533)	713-802-4725	Wendy Hampton
Hartman, Charles	7111 Westover (77087-5943)	713-845-7435	Stephen R. Linkous
Henry, Patrick	10702 East Hardy (77093-4002)	713-696-2650	Sarah C. Stafford
High School Ahead Academy	5320 Yale (77091-5730)	713-696-2643	Yolanda Jones
Hogg, James	1100 Merrill (77009-6009)	713-802-4700	Mina C. Schnitta
Holland, William S.	1600 Gellhorn (77029-3328)	713-671-3860	Tarrynce G. Robinson
Jackson, Thomas "Stonewall"	5100 Polk (77023-1420)	713-924-1760	Kelly L. Vaughn
Johnston, Albert Sidney	10410 Manhattan (77096-5202)	713-726-3616	Wenden D. Sanders
Key, Francis Scott	4000 Kelley (77026-1534)	713-636-6000	Joseph E. Williams
Lanier, Sidney	2600 Woodhead (77098-1615)	713-942-1900	Felicia Adams
Las Américas	6501 Bellaire (77074-6428)	713-773-5300	Maria "Marie" Moreno
Marshall, John	1115 Noble (77009-8437)	713-226-2600	Michael D. Harrison
McReynolds, John	5910 Market (77020-6627)	713-671-3650	Paul Zevallos
Ortíz, Daniel	6767 Telephone (77061-2056)	713-845-5650	Samuel H. Domínguez
Pershing, John J.	3838 Bluebonnet (77025-1230)	713-295-5240	Kim T. Heckman
Pin Oak	4601 Glenmont (77401-2328)	713-295-6500	Susan Monagahn
Project Chrysalis	4528 Leeland (77023-3047)	713-924-1700	José A. Covarrubia
Revere, Paul	10502 Briar Forest (77042-2338)	713-917-3500	Hafedh "A.Z." Azaiez
Stevenson, William	9595 Winkler (77017-5921)	713-943-5700	Ruth I. Ruiz
Sugar Grove	8405 Bonhomme (77074-5609)	713-271-0214	Lynett Hookfin
Thomas, Albert	5655 Selinsky (77048-1864)	713-732-3500	Khalilah Campbell-Rhone
Welch, Louie	11544 South Gessner (77071-2210)	713-778-3300	Ingé V. Garibaldi
West Briar	13733 Brimhurst (77077-1770)	281-368-2140	Keeley Simpson
Williams, McKinley	6100 Knox (77091-4143)	713-696-2600	Courtney N. Busby

## RFP 15-03-10 Water Softener Equipment Services

### MIDDLE/ HIGH SCHOOLS COMBINATIONS (6-12)

School	Address	Phone	Principal
Mickey Leland College Preparatory for Young Men	1510 Jensen (77020-8314)	713-226-2668	Dameion J. Crook
Long Academy	6501 Bellaire (77074-6428)	713-778-3380	Marcela A. Baez
Sharpstown International	8330 Triola (77036-6310)	713-778-3440	Thuy Le-Thai
Young Women's College Preparatory	1906 Cleburne (77004-4131)	713-942-1441	Delesa O'Dell-Thomas

### HIGH SCHOOLS

School	Address	Phone	Principal
Austin, Stephen F.	1700 Dumble (77023-3139)	713-924-1600	Jorge Arredondo
Bellaire	5100 Maple, Bellaire (77401-4936)	713-295-3704	Michael McDonough
Carnegie, Andrew—Vanguard	1501 Taft (77019-4537)	713-732-3690	Ramon Moss
Challenge Early College	5601 West Loop South (77081-2221)	713-664-9712	Tonya Miller
Chávez, César	8501 Howard (77017-3829)	713-495-6950	Rene Sánchez
Davis, Jefferson	1101 Quitman (77009-7815)	713-226-4900	Julissa Alcantar-Martinez
DeBakey, Michael E.	3100 Shenandoah (77021-1042)	713-741-2410	Agnes Perry
East Early College High School	220 N. Milby (77003-2623)	713-847-4809	Tamera J. Bolden
Eastwood Academy	1315 Dumble (77023-1902)	713-924-1697	Paula Fendley
Energy Institute	1808 Sampson (77003-5434)	713-802-4620	Lori Lambropoulos
Furr, Ebbert	520 Mercury (77013-5217)	713-675-1118	Bertie Simmons
High School for Law and Justice	4701 Dickson (77007-7304)	713-867-5100	Carol J. Mosteit
High School for Performing and Visual Arts	4001 Stanford (77006-4948)	713-942-1960	R. Scott Allen
Houston Academy for International Studies	1810 Stuart (77004-3043)	713-942-1430	Melissa Jacobs
Houston Math, Science & Technology Center	9400 Irvington (77076-5224)	713-696-0200	Rupak M. Gandhi
Jones Futures Academy	7414 St. Lo (77033-2732)	713-733-1111	Geovanny Ponce
Jordan, Barbara—High School for Careers	5800 Eastex Freeway (77026-1565)	713-636-6900	John Ross McAlpine
Kashmere	6900 Wileyvale (77028-4156)	713-631-2185	Amber E. Williams
Lamar, Mirabeau B.	3325 Westheimer (77098-1003)	713-522-5960	James McSwain
Lee	6529 Beverly Hill (77057-6406)	713-787-1700	Jonathan N. Trinh
Madison, James	13719 Whiteheather (77045-4421)	713-433-9801	Sonja Williams
Middle College High	301 N. Drennan (77003-1422)	713-718-6740	Angelica Vega
School HCC Felix Fraga			
Middle College High			
School HCC Gulfon	5407 Gulfon #219 (77081-2803)	713-662-2551	Diana Del Pilar
Milby, Charles			

## RFP 15-03-10 Water Softener Equipment Services

<i>at Attucks (9th grade)</i>	4330 Bellfort (77051-1802)	713-731-6678	Roy de La Garza
Milby, Charles			
<i>at Jones (10th -12th)</i>	7414 St. Lo (77033-2797)	713-928-7401	Roy de La Garza
North Forest	10725 Mesa (77078-1401)	713-636-4300	Pamela Farinas
North Houston Early College High School	99 Lyerly (77022-8501)	713-696-6168	Angela Lundy-Jackson
REACH Charter	520 Mercury (77013-5217)	713-671-4515	Bertie Simmons
Reagan, John	413 East 13th (77008-7021)	713-865-4400	Connie Berger
Scarborough, George	4141 Costa Rica (77092-5202)	713-613-2200	Diego Linares
Sharpstown	7504 Bissonnet (77074-5502)	713-771-7215	Robert Gasparello
South Early College	7414 St. Lo (77033-2732)	713-732-3623	Steven Gourrier
Sterling, Ross	11625 Martindale (77048-2005)	713-991-0510	Edward Dale Mitchell
Waltrip, Stephen	1900 West 34th (77018-6107)	713-688-1361	Andria M. Schur
Washington, Booker T.	119 East 39th (77018-6545)	713-696-6600	LaShonda Bilbo-Ervin
Westbury	11911 Chimney Rock (77035-4403)	713-723-6015	Jason C. Catchings
Westside	14201 Briar Forest (77077-1806)	281-920-8000	Marguerite F. Stewart
Wheatley, Phillis	4801 Providence (77020-7235)	713-671-3900	Shirley Rose-Gillian
Worthing, Evan	9215 Scott (77051-3302)	713-733-3433	John Modest
Yates, Jack	3703 Sampson (77004-4741)	713-748-5400	Donetrus Hill

### ALTERNATIVE AND CHARTER SCHOOLS

School	Address	Phone	Principal
AVA/Twilight Schools	1102 Telephone (77023-3126)	713-926-4528	Clarissa Giddings
Beechnut Academy	7055 Beechnut (77074-6003)	713-394-3500	Cynthia Clayton
Community Services	1102 Telephone (77023-3126)	713-636-6488	Stephen MacLauchlan
Crossroads	4425 N. Shepherd (77018-4507)	713-802-4760	Raymond Glass II
Energized for E-STEM Central HS	6102 Bissonnet (77081-6807)	713-773-3600	Thomas X Liu
Energized for E-STEM Central MS	9220 Jutland (77033-3905)	713-773-3600	Ranier Perez
Energized for E-STEM West HS	6107 Bissonnet (77081-6807)	713-773-3600	Thomas X Liu
Energized for E-STEM West MS	6107 Bissonnet (77081-6807)	713-773-3600	Ranier Pérez
Energized for Excellence (ECC)	7419 Ashcroft (77081-6801)	713-773-3600	Lois Bullock
Energized for Excellence (ES)	6107 Bissonnet (77081-6809)	713-773-3600	Jose A. Cintron
Energized for Excellence MS	6207 Bissonnet (77081-6807)	713-773-3600	Arlene Kho
Harper, Frances—Alternative	4425 North Shepherd (77018-4507)	713-802-4760	Raymond Glass II
HCC Life Skills	1301 Alabama (77004-3907)	713-718-6882	Natalie Pruitt
Hope Academy Charter	3015 N. MacGregor Way (77004-7628)	832-217-3240	Mildred Williams
Inspired for Excellence Academy	9220 Jutland (77033-3905)	713-641-1630	Wanda R. Holloway
JJAEP	2525 Murworth (77054-1603)	713-556-7140	Luís C. Gavito
Kandy Stripe Academy	8701 Delilah (77033-3807)	713-734-4909	Cassandra Anderson

## RFP 15-03-10 Water Softener Equipment Services

Liberty	6400 SW. Frwy., Suite A (77074-2213)	713-458-5555	Monico Rivas
Mount Carmel Academy	7155 Ashburn (77061-2611)	713-643-2008	Maureen Giacchino
SOAR	4400 West 18 Street (77092-8501)	713-556-7025	Ardalia Idlebird
Texas Connections Academy @ Houston	10550 Richmond Ave. Suite #140 (77042-5020)	281-661-8293	Lea Ann Lockard
TSU Charter Lab	3100 Cleburne #139 Nabrit Floor (77004-4501)	713-313-6754	Debbra Collins
Young Learners	8432 Bissonnet (77074-3908)	713-772-7100	Kristina Troutman
Young Scholars Academy for Excellence	1809 Louisiana (77002-8013)	713-654-1404	Anella Coleman

## RFP 15-03-10 Water Softener Equipment Services

### IV. PRICING SHEETS INCLUDING ELECTRONIC SUBMITTAL REQUIREMENTS.

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## RFP 15-03-10 Water Softener Equipment Services

### V. FORM A - COMPANY INFORMATION:

#### Notice

This form requires a manual signature after each subsection, a manual signature on the final page and a notary attestation at the conclusion of the form, and must be included with the proposal in tab 2 of the Proposal.

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

§

§

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

§

#### AFFIDAVIT OF OWNERSHIP, CONTROL AND CORPORATE INFORMATION

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

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

(HEREAFTER "AFFIANT"), \_\_\_\_\_ [STATE  
TITLE/CAPACITY WITH PROPOSAL] OF (PROPOSAL'S CORPORATE/LEGAL NAME), WHO BEING BY ME DULY SWORN ON OATH  
STATED AS FOLLOWS:

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



## RFP 15-03-10 Water Softener Equipment Services

### 5.1 SUBSECTION I - COMPANY INFORMATION:

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

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

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

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

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

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

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

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

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

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

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

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

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

## RFP 15-03-10 Water Softener Equipment Services

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

HOUSTON INDEPENDENT SCHOOL DISTRICT

☐ YES ☐ NO

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

7. IF CORPORATION, ANSWER THE FOLLOWING QUESTIONS:

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

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

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

PRESIDENT \_\_\_\_\_

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

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

TREASURER \_\_\_\_\_

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

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

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

11. DO YOU HAVE EXPERIENCE WITH OTHER SCHOOL DISTRICTS? \_\_\_\_\_YES \_\_\_\_\_NO

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

\_\_\_\_\_

## RFP 15-03-10 Water Softener Equipment Services

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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

## RFP 15-03-10 Water Softener Equipment Services

19. NAME OF STATE WHERE YOUR HOME OFFICE/HEADQUARTERS IS LOCATED: \_\_\_\_\_  
IF NOT TEXAS, DOES THE STATE HAVE PREFERENTIAL TREATMENT ON BIDS ☐ YES ☐ NO  
IF YES, WHAT PERCENTAGE: \_\_\_\_\_%

20. EQUAL OPPORTUNITY EMPLOYER INFORMATION

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

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

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

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

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

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

## RFP 15-03-10 Water Softener Equipment Services

---

TITLE

## RFP 15-03-10 Water Softener Equipment Services

### 5.2 SUBSECTION II - CERTIFICATION AND DISCLOSURE STATEMENT:

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

If an individually owned Company:

Has the owner(s) ever been convicted of a felony? ☐ Yes ☐ No

If a Corporation, Partnership, Limited Partnership, etc:

Has any owner, or partner, of your business entity been convicted of a felony? ☐ Yes ☐ No

Has any manager or director of your entity been convicted of a felony? ☐ Yes ☐ No

Has any employee of your entity been convicted of a felony? ☐ Yes ☐ No

If Yes, give details:

---

---

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

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

---

CORPORATE OFFICER'S SIGNATURE

---

PRINTED NAME

---

TITLE

## RFP 15-03-10 Water Softener Equipment Services

### 5.3 SUBSECTION III - FREE OF INDEBTEDNESS STATEMENT:

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

☐ Yes ☐ No

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

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

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

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

\_\_\_\_\_  
TITLE

## RFP 15-03-10 Water Softener Equipment Services

### 5.4 SUBSECTION IV - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

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

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

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

---

CORPORATE OFFICER'S SIGNATURE

---

PRINTED NAME

---

TITLE



## RFP 15-03-10 Water Softener Equipment Services

### 5.5 SUBSECTION V - STATEMENT OF NON-COLLUSION:

The undersigned Proposer does hereby certify:

- a) That all statements of fact in such proposal are true.
- b) That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- c) That such proposal is genuine and not collusive or sham.
- d) That Proposer(s) has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the District or of any other bidder or anyone else interested in the proposed procurement.
- e) That Proposer(s) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.
- f) That Proposer(s) did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.
- g) That Proposer(s) did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information on data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the District, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.
- h) That Proposer(s) did not provide, directly or indirectly to any officer or employee of the District any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- 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.

## RFP 15-03-10 Water Softener Equipment Services

- j) That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal anti-trust law in connection with the bidding, award of, or performance of any public work contract and/or agreement with any public entity.

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

---

CORPORATE OFFICER'S SIGNATURE

---

PRINTED NAME

---

TITLE

## RFP 15-03-10 Water Softener Equipment Services

### 5.6 SUBSECTION VI - SUBSECTION VI ANTITRUST CERTIFICATION STATEMENT:

(Texas Government Code §2155.005)

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

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

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

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

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

Phone \_\_\_\_\_

Facsimile \_\_\_\_\_

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

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

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

(IF DIFFERENT FROM ABOVE)

Official Authorizing Proposal

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

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

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

# RFP 15-03-10 Water Softener Equipment Services

## 5.7 SUBSECTION VII - CONFLICT OF INTEREST QUESTIONNAIRE FORM:

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>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>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of person who has a business relationship with local governmental entity.         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b> <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.)         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer with whom filer has employment or business relationship.           <div style="text-align: center; margin-top: 10px;">             _____              Name of Officer           </div> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">             _____              Signature of person doing business with the governmental entity           </div> <div style="width: 45%;">             _____              Date           </div> </div> </div>		

Adopted 06/29/2007

## RFP 15-03-10 Water Softener Equipment Services

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

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

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

\_\_\_\_\_  
TITLE

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

\_\_\_\_\_  
Affiant

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

(seal)

\_\_\_\_\_  
Notary Public

## RFP 15-03-10 Water Softener Equipment Services

### VI. FORM B - M/WBE INSTRUCTIONS:

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

# RFP 15-03-10 Water Softener Equipment Services

## VII. FORM C - ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

### (NON-CONSTRUCTION CONTRACTS)

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

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

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

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

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

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

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

## RFP 15-03-10 Water Softener Equipment Services

**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



# RFP 15-03-10 Water Softener Equipment Services

## 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).

## RFP 15-03-10 Water Softener Equipment Services

### \_\_3 HISD Payment Terms

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

### \_\_4 General Terms and Conditions

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

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

Respectfully submitted:

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

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

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

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

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

## RFP 15-03-10 Water Softener Equipment Services

## IX. FORM E - EXCEPTION FORM

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

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

Company Name

Corporate Officer's Signature

Printed Name

            
Date

## RFP 15-03-10 Water Softener Equipment Services

### 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.

## RFP 15-03-10 Water Softener Equipment Services

### 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: \_\_\_\_\_

## RFP 15-03-10 Water Softener Equipment Services

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

[illegible]

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]

## RFP 15-03-10 Water Softener Equipment Services

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

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

Names	Names

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

License Number and Type	License Number and Type

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

Name of Bank: \_\_\_\_\_  
Bank Officer \_\_\_\_\_ Officers Telephone Number \_\_\_\_\_

## RFP 15-03-10 Water Softener Equipment Services

Other Banking/finance Institutions:

Finance Institution Name	Finance Institution Name

Name of insurance companies and bonding company (if applicable)

Insurance Companies	Insurance Companies

Bonding Company	Bonding Company

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

Style of Litigation	Type of Litigation	Current Status



## RFP 15-03-10 Water Softener Equipment Services

Style of Litigation	Type of Litigation	Current Status

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

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

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

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

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

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

\_\_\_\_\_  
TITLE

# RFP 15-03-10 Water Softener Equipment Services

## FORM H SUBSECTION I

### Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than 10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Printed Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# RFP 15-03-10 Water Softener Equipment Services

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See next page for public burden disclosure.)

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid / offer / application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter ____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:		
<b>6. Federal Department / Agency:</b>			<b>7. Federal Program Name / Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MD):</i>			<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MD):</i>		
(attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>          (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>16. Information requested through this form is authorized by article 31 U.S.C. section 1352.</b> This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form - LLL

# RFP 15-03-10 Water Softener Equipment Services

## Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

# RFP 15-03-10 Water Softener Equipment Services

## FORM H SUBSECTION II

US Department of Agriculture

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Certification Regarding Clean Air and Water Act

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- 1) Read the statement listed below;
- 2) An officer of the company must sign below only if compliant with the Clean Air and Water Act in the space provided at the bottom of the page.

**Statement:**

*I, the vendor, am in compliance with all standards, orders or regulations issued pursuant to the Clean Water Act of 1970, as Amended (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), executive Order 117389 and Environmental protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A -102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator of the Enforcement.*

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

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

Printed Name and Title of Officer\_\_\_\_\_

Date\_\_\_\_\_

# RFP 15-03-10 Water Softener Equipment Services

## FORM H SUBSECTION III

Houston Independent School District

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Certification Regarding Hazard Analysis and Critical Control Points (HACCP)

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1. Read the statement listed below;
2. All products purchased by the Houston Independent School District ("HISD or, "the district") must be manufactured in compliance with HACCP regulations. The District requires all proposers to complete the statement below regarding HACCP compliance.

**Statement:**

I certify all products bid on this proposal are processed and packaged in a HACCP compliant plant, and by signing this statement I understand certification of compliance by a qualified and recognized third party HACCP auditor is required to be considered HACCP compliant.

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

\_\_\_\_\_  
Printed Name of Company Officer

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_  
Title of Company Officer

Before me the undersigned authority appeared \_\_\_\_\_ who is the \_\_\_\_\_ of \_\_\_\_\_ and states that he/she is signing this document for the purposes and intentions therein stated.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public

## RFP 15-03-10 Water Softener Equipment Services

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

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Affiant

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

(seal)

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Notary Public