

### REQUEST FOR PROPOSALS

RFP # 14-05-03

NAME: RFP/End User Devices Lease & Purchase

The Houston Independent School District ("HISD" and/or the "District") is soliciting proposals for the purchase and lease of desktop computers, laptop computers, tablets, and a student mobile computing device. Descriptions are more fully set out in the Scope of Work and Specific Conditions and Specifications sections of this Request for Proposals ("RFP"). An original, one paper copy of the proposal and a soft copy on CD or USB Travel Drive must be submitted in accordance with the instructions set out herein to:

Houston Independent School District Board Services - Room 1C03 Attn: Ken Phillips RFP/ End User Devices 4400 West 18th Street Houston, TX 77092

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

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

Proposals will be received at the above address until June 4, 2014 @ 1:00 pm cst. A pre-proposal conference will be held in conjunction with the RFP on May 28, 2014 in conference room 3C10 beginning at 10:00 am. The conference room is located inside the Hattie Mae White Educational Building located at the above listed address on the third floor. 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

<u>Faxed proposals will not be accepted.</u> Proposals must be submitted in sufficient time to be received and timestamped at the above location on or before the proposal due date and time. HISD will not be responsible for proposals delivered late by the United States Postal Service, or any other delivery or courier services. All proposals must remain open for one hundred twenty (120) (insert different length of time as appropriate for award) days from the proposal due date pending acceptance by HISD.

The District will award this RFP to a single respondent, 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, MBA General Manager – Procurement Services

Date: May 12, 2014

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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:
  - 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
  - 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 Ken Phillips ("Project Manager"), Procurement Services, 4400 West 18<sup>th</sup> Street, Houston, Texas 77092, phone **713.556.6545**, or, <a href="mailto:kphillip@houstonisd.org">kphillip@houstonisd.org</a> All communications pertaining to the RFP shall be addressed in writing to the Project Manager, as indicated in the next paragraph.
- 1.1.5 Questions concerning the RFP will be answered only if sent to the Procurement Services Department, in writing via email to insert <a href="mailto:kphillip@houstonisd.org">kphillip@houstonisd.org</a> on or <a href="mailto:before 3:00 pm May 30, 2013 cst.">before 3:00 pm May 30, 2013 cst.</a> Responses to written questions submitted prior to the pre-proposal conference will be read at the pre-proposal conference and included in the first addendum along with additional information including questions 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.

#### 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.
- Provide a list of the Proposer's top five clients indicating the type of goods and/or services your organization has provided and/or performed for each client. Provide the client's contact information.
   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 –Leave blank-does not apply.

#### • Tab 6 – Invoice Procedure

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

#### • Tab 7 - 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.

- Tab 8 Addenda
  - Insert all addenda under this section.
- **1.5 SUBMISSION OF PROPOSALS:** The Proposer(s) should propose his/her lowest and best price, (as applicable), on each good/service which is the subject of this RFP. Proposals shall be submitted in strict compliance with the instructions set out in this RFP.
- 1.5.1 All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original and in ink.
- 1.5.2 Proposed prices should be firm (fixed). If the Proposer(s), however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal and should be noted in the Exception Form (FORM E). The economic price adjustment should give the maximum price increase or decrease (either % or \$) and the date and/or event at which the increase would be effective. Additionally, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer may offer that better pricing option as an alternative.
- 1.5.3 All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Proposer(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered. Proposer(s) must include in the cost proposal all travel and accommodation expenses associated with travel to perform this project. Travel expenses associated with the project must conform to a "reasonableness" test for travel expenditures associated with governmental travel and must be pre-approved by the District before being incurred.
- 1.5.4 The District's standard freight terms are F.O.B., destination, prepaid and allowed. HISD may specify various and different locations within the District for "destination" during the term of the Agreement, or extension of the term, and prices should include allowances for such freight contingencies. No C.O.D. shipments will be accepted. If the goods are not shipped in accordance with HISD's directions and the instructions set out in the Agreement, the Supplier shall pay to HISD any excess cost incurred by District.
- 1.5.5 Proposer(s) are required to provide HISD with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.
  - 1.5.6 HISD is exempt from and will not be responsible for payment of any taxes.
  - 1.5.7 Failure to manually sign the required forms of this proposal may result in rejection of the proposal.
- 1.5.8 A signed submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in this RFP.
- **1.6 FINANCIAL INFORMATION**: Proposer(s) may be required to submit a current audited financial statement. The Project Manager will determine the necessity of financial information. In the event the Proposer(s) does not have an audited statement, other information such as an unaudited statement or copies of the Proposer(s)' federal income tax returns, with all amendments, may be required.
- **1.7 DISCUSSIONS / NEGOTIATIONS:** Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, HISD reserves the right to award a contract without

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 12, 2014	
Pre-Proposal Conference	May 28, 2014 @ 10:00 am; in Room 3C10, Hattie Mae White Educational Support Center, 4400 West 18th Street, Houston, Texas 77092	
Last date for questions:	May 30, 2014 @ 3:00 PM	
RFP Due	June 4, 2014 @ 1:00 pm cst	
Evaluation Period	June 5-25, 2014	
Selected Proposal(s) Approved	July 10, 2014	

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

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

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

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 <u>Late Proposals:</u> 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 (15th) business day after Board Award. In the event that a Proposer is unsure about the Board Award, it is the Proposer's responsibility to contact Procurement Services on the next business day after the Board Award is announced, and verify the specifics concerning the Award. Proposers need to conduct whatever research is necessary to verify the Award, and, in the event that an appeal is filed, must meet the fifteenth business day rule stated in GF Local. The 15 days begins to run on the first business day after Board Award is announced.

#### II. GENERAL TERMS AND CONDITIONS

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

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

- 2.1.1 The terms, conditions, specifications, stipulations and requirements stated in this RFP, and any and all Addenda issued by HISD shall become part of the Agreement entered into between the District and the Supplier, unless otherwise determined by the District per the Agreement provisions. The Supplier, as determined by the District, may be required to execute a written contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. **No Supplier shall obtain any interest or rights in any award until the District has executed the Agreement.** The District reserves the right to require any modification, or modifications to the Agreement terms if the modifications are deemed to be in the best interest of the District and do not substantially change the scope of the Board award.
- 2.1.2 The District does not sign Supplier contract forms. Supplier(s) should be familiar with the District's Agreement form, Agreement letter and/or purchase order and indicate in its proposal that this type of project documentation is acceptable. This information should be included in the transmittal letter. In the event that a project is awarded to a Supplier and the Supplier requests changes to the District standard Agreement form, the District reserves the right to cancel the award and re-award the project to an alternate Supplier(s).
- 2.1.3 In the event of a license agreement or other contract document requested by the Supplier for execution, the District reserves the right to review and amend such document at the District's discretion.
- 2.1.4 The Request for Proposals, with all Addenda, those provisions in the proposal that are satisfactory to the District, and the District's Agreement form(s), which may include, but are not limited to a written contract, agreement letter or purchase order constitute the Agreement between the Supplier and the District (collectively, the, "Agreement"). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SUPPLIER FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES. To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) District's Agreement forms (written contract, agreement letter or purchase order as applicable), and (ii) RFP as provided by the District all Addenda, and (iii) any Proposal provisions agreed to by the District.
- 2.1.5 Unless otherwise provided or required by the District, a standard agreement which results from this RFP shall be for a period of one year from the effective date of the Agreement with an exclusive option by the District to renew on an annual basis thereafter for two additional one-year terms, or as otherwise stated in the Agreement. Alternately, the District may approve longer or shorter terms of agreement upon the mutual consent of the parties. At the District's option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period. Should the Agreement with the Supplier terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term.
- 2.1.6 At the discretion of the District, purchases may require the issuance of an official HISD purchase order from the District's Procurement Services Department. If so required, then all goods provided without a purchase order will be returned at Supplier's expense. All services provided without a purchase order may be considered a contribution to the District.

- 2.1.6.1 HISD reserves the right to make changes to a purchase order (e.g., increase/decrease quantities, change delivery date, delivery address). Any changes to a purchase order shall be communicated to the awarded supplier by the issuance of a formal change purchase order. Only an HISD procurement staff member may make a change to the purchase order by issuing and sending a formal change purchase order to the awarded supplier.
- 2.1.7 Once the performance of the Agreement has begun, any change orders or requests will be made in accordance with Texas Education Code Section 44.0411 and applicable HISD procedures and policies. If Supplier acts on the direction of a District employee that is not authorized to make changes, Supplier does so at his or her own risk or peril and risks termination of the Agreement for cause. Also, if a Supplier attempts, or receives, a modification/amendment from a District employee that is not authorized to make changes, the Supplier does this at his or her own risk or peril and risks termination of the Agreement for cause.
- **2.2 NON-ASSIGNMENT**: The Supplier may not assign, sell, or otherwise transfer its interest in the Agreement award or any part thereof, without prior written consent from the District. The Supplier shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Supplier pursuant to this RFP.
- **2.3 USE OF DISTRICT NAME OR LOGO(S)**: Supplier may not use the District's official name or logo, or any phrase associated with the District, without the written permission from the Board of Education, the Superintendent of Schools, or their designee.
- **2.4 AUTHORIZATION / PERMITS:** The Supplier must have current licenses, permits, fees and similar authorizations required by the City of Houston, Harris Country, and the State of Texas to conduct business and provide awarded goods and/or services to the District and, upon the request of the District, must provide copies of all licenses, permits and fees as being paid and current that are required to do business by the city, county and State for the type of business they are seeking to provide to the District. Supplier will maintain all such licenses, permits, fees and similar authorizations current for the duration of the Agreement term.
- **2.5 SUPPLIER NATIONWIDE CRIMINAL BACKGROUND CHECKS:** Pursuant to Sections 22.085 and 22.0834 of the Texas Education Code, Supplier hereby certifies that all employees, subcontractors and volunteers of the Supplier who are hired by Supplier on or after January 1, 2008, and who have continuing duties related to the contracted services; and who have or will have direct contact with students have passed a national criminal history background record information review as required by those sections.

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

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

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

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

resulting in the conviction of a felony.

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

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

- 2.6.1 The District reserves the right to audit various Supplier documents as requested by the District. From time to time, the District may desire to audit certain Supplier documents to ensure compliance with the Agreement and/or proposal response. Some audits may include but are not limited to: checking Supplier's invoices, authenticating the origin, Material Safety Data Sheet (MSDS), shelf life of products and/or other similar types of documents. The Supplier agrees to furnish the District, in a reasonable time at a mutually agreeable place, documents requested by the District to perform any such reviews or audits.
- 2.6.2 HISD, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all Supplier's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this project. Supplier shall preserve all such records for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment relating to this project. If this project is funded from contract/grant funds provided by the U. S. Government or the State of Texas, all documentation, including books, and records shall be available for review and audit by the Comptroller General of the U. S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.
- 2.7 CONFIDENTIAL AND PROPRIETARY INFORMATION: The District and the Supplier may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.
- **2.8 DATA AND PROPRIETARY INFORMATION:** All work, regarding this project, shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and HISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Supplier's personnel in the course of performing the work.
- **2.9 TEXAS PUBLIC INFORMATION ACT (TPIA)**: Supplier acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the Supplier has clearly marked as confidential and/or proprietary, the District will provide the Supplier with the notices under the TPIA.

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

**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.

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

- 4. Professional Liability (errors and omissions) may be required at the discretion of the Project Manager.
- 2.11.2 The Supplier shall submit evidence with the proposal and again at the time of any execution of the contract/agreement that it has in full force and effect all insurance requirements listed above. The Supplier shall maintain such insurance in full force and effect throughout the duration of the Agreement. In the event that it is not commercially feasible to maintain insurance during the period required by the Agreement, Supplier shall supply HISD with equivalent assurance to the required insurance, acceptable to HISD.
- 2.11.3 HISD shall be named as an additional insured on the automobile and commercial general liability policy. HISD shall be named as an alternate employer on the workers' compensation policy. A waiver of subrogation shall be issued in favor of HISD in the workers' compensation, automobile and commercial general liability policies. The Supplier shall provide HISD with original certificates of insurance, acceptable to HISD. Insofar as allowed by law, such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to HISD. In the event there is a deductible on any policy, the Supplier may be asked to provide evidence to the satisfaction of HISD that it is able to satisfy the deductible.
  - 2.11.4 Notice regarding insurance and **cancellation or changes** should be mailed to:

Project Manager as stated in Section 1.1.5 of this RFP Houston Independent School District

Procurement Services 4400 West 18th Street Houston, Texas 77092

- 2.11.5 HISD reserves the right to require additional insurance coverage to be carried by the Supplier as deemed desirable by HISD, depending on the type of project.
- **2.12 TAXES**: HISD is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, the District will not be responsible for payment of the taxes. The Supplier shall absorb the taxes entirely. The District will supply tax exemption information upon request.

#### 2.13 INVOICES/PAYMENT:

- 2.13.1 HISD standard payment terms are net 30 days after receipt of invoice. Supplier may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Supplier's invoices should be sent to: Houston Independent School District, Controller's Office, Accounts Payable Department, 4400 West 18th Street, Houston, Texas 77092.
- 2.13.2 Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. Supplier's invoices **must** contain the appropriate HISD purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Supplier for correction. Corrected invoices will be subject to the same payment provisions as original invoices.
- 2.13.3 Invoices should be provided to the District in a timely manner. Supplier is requested to invoice the District within 30 days of providing goods and/or services to the District.
- 2.13.4 In the event a Supplier presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Supplier.

#### 2.14 QUANTITY:

- 2.14.1 There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by HISD. However, the Supplier shall furnish all required goods and/or services to the District at the stated price, when and if required.
- 2.14.2 The District's agreement may be offered to other school districts or governmental entities. If applicable and at the discretion of the District, a forecast of planned usage will be issued as part of the project. This forecast is based upon the District's historical usage. If the District exceeds that forecast of usage and the Supplier experiences a higher volume of sales, the District may request a value consideration to compensate the District for said increased sales in the form of a volume usage rebate. Supplier should include, in their proposal, the method(s) they will use to calculate the usage rebate and discuss how the rebate will be calculated and paid.
- 2.14.3 The District expressly reserves the right to procure any goods or services from other sources or by other means.

**2.15 BONDING**: Does not apply to this project.

**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 constructed 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 other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

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

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

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

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

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

To: Houston Independent School District

Attn: Superintendent of Schools

4400 West 18th Street Houston, Texas 77092

Copy To: Mr. Gilberto A. Carles, MBA

General Manager – Procurement Services

4400 West 18th Street Houston, Texas 77092

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

- **2.21 SECTION HEADINGS**: The headings of sections and paragraphs contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.
- **2.22 THIRD PARTY BENEFICIARIES**: Nothing relating to this project shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against HISD or the Supplier(s).
- **2.23 DISPUTE RESOLUTION**: At the option of the District, the Supplier and the District agree that prior to filing any suit, administrative proceeding, or other legal proceeding, related to this Agreement, each party shall submit any and all disputes to the alternative dispute resolution process of non-binding mediation. The Supplier and the District further agree to attend the mediation and to participate in settlement negotiations in a good faith effort to resolve any and all disputes through a written settlement agreement. The mediation shall take place in Harris County, Texas, and will be conducted by a mediator mutually selected by the parties. If the parties are unable to agree on a mediator, each party shall submit a list of up to three names as a mediator along with a curriculum vitae and costs associated with each name submitted. Each party will alternate in striking one name from the list until only one name remains. The remaining name will be the agreed upon mediator. HISD will have the first opportunity to strike a name from the list. All fees and costs of the mediator shall be shared equally between the parties. No formal record shall be made of the mediation.

#### 2.24 TERMINATION:

- 2.24.1 The District reserves the right to terminate, without cause and for any reason, the Agreement resulting from this RFP upon thirty (30) calendar days prior written notice, or five (5) days prior written notice for cause.
- 2.24.2 HISD also has the right to terminate the Agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Supplier of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

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

- 2.25.1 If, following seven (7) calendar days of a written notice to a Supplier identifying defective or nonconforming work, the Supplier or its subcontractors fail to correct such defective or nonconforming work, HISD may order the Supplier to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Supplier or its subcontractors.
- 2.25.2 Should the Supplier not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of HISD's order to stop further work, as set forth above, HISD may cause the removal, 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 entitles, 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 STOPAGE**: In no event shall HISD be liable or responsible to the Supplier or any other person for our on account of, any stoppage or delay in work.
- **2.34 HAZARDOUS MATERIALS**: In the performance of the Supplier's services, the Supplier shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Supplier shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Supplier's activities.

- **2.35 BUSINESS ETHICS**: During the course of the project awarded by this RFP, the Supplier will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over \$50, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of HISD, its authorized agents and representatives, or to family members of any of them. At any time the Supplier believe there may have been a violation of this obligation, the Supplier shall notify HISD of the possible violation. HISD is entitled to request a representation letter from the Supplier, its subcontractors or vendors at any time to disclose all things of value passing from the Supplier, its subcontractors or vendors to HISD's personnel or its authorized agents and representatives.
- **2.36 BUSINESS CERTIFICATES / HISD TAXES**: All individuals or entries entering into a contract with HISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.
- 2.36.1 Corporations: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current "Certificate of Good Standing" from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and taxes are paid.
- 2.36.2 Partnerships and Joint Stock Companies, and Limited Liability Partnerships: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be, properly registered with the Texas Secretary of State in accordance with 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.

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

3.1 SCOPE OF WORK: At minimum, the District is seeking the following goods and/or services to be provided by the Supplier(s):

HISD is the 7<sup>th</sup> largest school district in the United States with 205,000+ students and 30,000 employees. This institution in the last three (3) years has had unprecedented success in raising student achievement. Currently the district manages approximately 100,000 computing devices. Our goal is to do a district-wide life cycle refresh and a one-to-one augmentation of student user devices.

The purpose of this RFP is to identify the partner who can provide the very best end-user computing devices for instruction and business operations. End-user computing devices are the portal students and teachers use to access powerful instructional applications, information and creative new learning environments. End-user computing devices are the platform for daily business operations. End-user computing devices include laptops and workstations and other devices that can be used to meet instructional and business operation requirements.

Powerful developments in instructional applications, alternative learning approaches, and teacher and student productivity are demanding increased end-user computing devices in the daily life of every teacher and student. The more a computing device is put in the hands of every teacher and every student, new avenues of engagement and learning can occur. This has been cost prohibitive in the past. However, the district hopes to negotiate cost-effective ways to purchase/lease end-user devices.

From a partner perspective, an interesting opportunity will be created:

What will happen if teachers and students become dependent upon computing devices for daily living and learning? What value transfer should be passed to HISD in the form of pricing for creating this opportunity?

HISD is seeking a proposal from partners that will support ongoing business operations, that will pave the way for life-long computing, and that will provide end user computing devices at prices the schools can afford.

#### **PURCHASE**

#### 3.2 SPECIFIC CONDITIONS:

- 1. The devices must be wireless connection-ready.
- 2. Provide complete specifications, configurations and pricing of your proposed units per HISD's specifications listed below. HISD reserves the right to select an alternate model from the awarded vendor of this RFP.
- 3. After required configuration models are provided, responders are requested to provide proposals for additional configurations and pricing as an appendix.
- 4. The district could **purchase** equipment from 1 to 200,000 units over a one (1) to three (3) year period. Provide pricing for the following unit increments: 1; 1,000; 5,000; 10,000; and 25,000.
- 5. A response that does not address every column in the model specifications and pricing sheet(s) shown below will be considered non-responsive. Prices are to include a web-based list price for government/education customers, % discount from list, and warranty costs. The ideal list price will be audited during the agreement term in order to verify discount levels are being maintained.
- 6. Please provide pricing for products to be delivered under the following contract term options:
  - Three (3) year term to be included in pricing
  - At the District's option, there may be additional 180-day transitional periods added to the end of the Agreement. The Agreement prices, terms and conditions are to remain in force during the transitional period.

- 7. Provide itemized pricing based on the following **Enterprise Class** devices:
  - Student End User Devices
  - Standard & Advanced Laptops (i.e. teacher/school administrator/business users)
  - Standard & Advanced Desktops [i.e. teacher/school administrator/business users; (price to include device,17" monitor, mouse & keyboard)]
- 8. Models should be available for a twelve (12) month period or a model equal to or better at the same price point.

**MINIMUM REQUIREMENTS**: Suppliers responding to this project must meet the following minimum requirements in order to be considered for award of this project.

- Must have local warehouse staging and deployment capabilities to efficiently manage the quantity of units listed within this document. Provide the warehouse location, size and production capabilities (for example delivery capabilities based on the volumes listed within this document).
- Must have delivery vehicles insured as described within this document that are capable of meeting the
  delivery requirements as described within this document. Provide daily/weekly volume capabilities.
- Must have the appropriate anti-static equipped facilities to process the volume of equipment listed within this
  document.
- Must provide Hot-Swap capabilities for managing computer equipment that arrives to HISD as DOA. This capability must be built-in to the delivery and setup model provided in the supplier response.
- Must have five+ years of experience as a reseller, manufacturer or distributor of the equipment as described within this document.

#### Warranty

- 1. Provide details of the three (3) year standard warranty (manufacturer's warranty ONLY) that comes with the proposed units, i.e., parts and labor, on-site or depot, service levels and etc.
- 2. It is expected that free provisioning of a parts depot for the major repair items for standard configurations warranty work be provided as well as availability of parts for devices no longer under warranty for which the district would pay.
- 3. Provide details of any extended warranty/maintenance options and its associated services levels. Include detailed cost breakdown for these services. Include warranty pricing for four (4) year warranty (Manufacturer's warranty ONLY) for each configuration. See Pricing Matrix in Form F-1.

#### **Accident Insurance**

- 1. Provide details of the three (3) year standard accident insurance that comes with the proposed units.
- 2. Provide details of an extended four (4) year & five (5) year accident insurance options and its associated services levels. Include detailed cost breakdown for these services. Include accident insurance pricing for four (4) year & five (5) year option for each configuration. See Pricing Matrix in Form F-1.
- 3. HISD is open to a third (3<sup>rd</sup>) party providing the four (4) year & five (5) year extended warranty and Accidental Damage coverage based on the company's financial stability and we may request a surety bond in the amount estimated to be the value of the coverage what would need to be purchased from a competitor should the responding company liquidate.

#### **Product Delivery & Installation**

- 1. All products will be delivered to an HISD location.
- 2. Provide details of your deployment methods.
- 3. Response should include the best delivery possibly for the quantities listed in the specifications.
- 4. Installations are approximately fifty percent/fifty percent (50/50) for administration and instructional staff.
- 5. The vendor may be required to transfer data from an existing unit to a new unit.
  - Average size of data varies from 20GB 100GB

- 6. For proper control of assets, it is required that computers, and monitors be tagged with a standard HISD asset tag. This is a required service. State all costs (See Pricing Matrix F-1), if any, associated for this service based on the following details:
  - Asset tags will be p
     vendor and shall be affixed by the vendor to the appropriate device(s) prior to delivery to an HISD
     location
  - Upon delivery to a location, the asset tag, serial number and location of the device must be recorded and transmitted to HISD within three (3) business days.
- 7. Provide details of your ability to engrave/etch each unit with "Property of HISD."
- 8. State your ability to ship from the factory a device that can be ready to go at the school shipping point.

#### **Technical Support**

- 1. Provide details of your technical support services.
  - Support hours
  - Service Level Agreements
  - Number of delivery vehicles; type/size; & year
- 2. HISD will require a certain number of hot swaps (loaners) based upon a percentage of machines at a given campus. Historically, this has been approximately ten percent (10%).
- 3. Describe the skill levels and the number of dedicated staff to support the District.
- 4. Describe all reports (Excel; csv) that are available to HISD related to technical support.
- 5. Provide separate details of any additional technical support options available and cost, if any. **Do not include these costs with any unit or unit bundle pricing.**
- 6. Technical support offerings open for definition by the partner. Service level expectations for device repair will be same day response and onsite fix for general repairs. Next day response on ADP claims and or extensive repairs. If the awarded service provider fails to meet any service level, service provider shall provide the service at no charge. It is important to remember that there is a devastating learning impact when teachers and students in the 21st Century are not able to work.

#### Relationship Management

- 1. HISD is seeking a strong partnership with the awarded vendor. Please explain the account and relationship management approach you would offer.
- The awarded partner is expected to work closely with HISD Information Technology Group. HISD
  Information Technology Group is responsible for setting hardware and software standards, coordinating onsite service support and managing deployment services.
- 3. Provide detailed information on your support services, i.e., name and contact information for the dedicated account manager and inside sales support team, hours of operations and office locations. Outline the roles and responsibility of the dedicated account manager and the inside sales support team, response time and escalation procedures.
  - a. For the dedicated account manager, please include a summary of his/her qualification and experience with the proposed desktop PCs and related sales services.
  - b. Dedicated account managers of the finalist respondents will be required to meet with HISD's evaluation team. If the account manager is determined as not being a good fit resulting from the interview, HISD reserves the right to ask for a replacement. The replacement will be required to meet with HISD evaluation team to determine his/her suitability. Please provide information on any contingency plan in place to replace an account manager.
- 4. Describe the processes in place to provide ongoing product updates and strategic planning (quarterly road maps, briefing sessions etc.).
- 5. Describe all reports (Excel; csv) that are available to HISD related to sales support.
- 6. Describe any Internet Web site(s), if any, which are available to HISD for customer support information.

7. Describe any published Web Services capabilities for reporting sales, shipping and tracking and the formats that would be made available to HISD.

#### **Services**

#### **Imaging**

- 1. The proposal response must detail the imaging capabilities available that will be utilized to support this account. The supplier must have the capabilities to provide imaging services prior to delivery of the equipment and a mechanism in place that allows HISD to update/change the image as required. State all costs (See Pricing Matrix F-1), if any, associated for this service.
- 2. HISD will provide the standard image & image is updated approximately every six (6) months.
  - Image size is approximately 7.2GB
- 3. HISD is open to alternatives that may improve the efficiency and cost effectiveness of the imaging process. Respondents may propose alternatives that will assist HISD in achieving this objective. State all costs, if any, associated with these alternatives.
- 4. State whether you company can offer an end of annual school year imaging service of up to 50,000 devices within a 2 month time frame. Please state the cost (See Pricing Matrix F-1) of those services.
  - Pickup units from campuses & inventory
  - Sanitize & reimage
  - Redeploy to campuses
- 5. HISD uses Windows 7 throughout the district across multi-device platforms.
- 6. HISD has a Microsoft Enrollment for Education Solutions (EES) licensing agreement.

#### **Engraving/ Etching**

1. Provide details and cost of engraving/etching units with "Property of HISD."

### 3.3 SPECIFICATIONS:

### 3.3.1 PURCHASE

### 3.3.1.1 Student Laptop End User Device (Enterprise Class)

3.3.1.1 Student Laptop End User Device		
Processor	Intel® Core™i5-3337U	
Memory + open slots	4 GB	
Hard Drive	Minimum 180GB SSD	
	10/100/1000 Gigabit Ethernet network interface adapter	
	Intel® Dual Band 802.11 a/b/g/n	
Communications	Bluetooth	
	USB 3.0	
	Docking connector, VGA, AC power, DisplayPort, HD Webcam	
	Headphone/speaker out, Microphone	
	External battery support	
I/O Ports	RJ-45 (Ethernet LAN)	
	Internal English Keyboard	
Keyboard and Mouse	Touchpad	
Display	Minimum 14" supporting at least 1366 x 768	
	High Definition Audio Codec	
Audio	Integrated Microphone	
Battery	Battery must support 8 continuous hours runtime; 3 year warranty	
Operating System	HISD will leverage Microsoft EES agreement	
Image/HISD	HISD Standard Load	
	On-site Setup and Delivery	
Service and Support	Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts and Labor	

### 3.3.1.2 Student Touch/Convertible End User Device (Enterprise Class)

3.3.1.2 Student Touch/Convertible End User Device Purchase		
Processor	Intel® Core™i5-3437U	
Memory + open slots	4 GB	
Hard Drive	Minimum 180GB SSD	
	10/100/1000 Gigabit Ethernet network interface adapter	
	Intel® Dual Band 802.11 a/b/g/n	
Communications	Bluetooth	
	USB 3.0	
	Docking connector, VGA, AC power, DisplayPort, HD Webcam	
	Headphone/speaker out, Microphone	
	External battery support	
I/O Ports	RJ-45 (Ethernet LAN)	
	Internal English Keyboard	
Keyboard and Mouse	Touchpad	
Display	Touch screen minimum 11-13" supporting at least 1366 x 768	
	High Definition Audio Codec	
Audio	Integrated Microphone	
Battery	Battery must support 8 continuous hours runtime; 3 year warranty	
Operating System	HISD will leverage Microsoft EES agreement	
Image/HISD	HISD Standard Load	
	On-site Setup and Delivery	
Service and Support Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts an		

### 3.3.1.3 Student Pad End User Device (Enterprise Class)

3.3.1.3 Student Pad End User Device Purchase		
Storage	Minimum 64GB	
	802.11 a/b/g/n WiFi Adapter	
Communications	Bluetooth	
	External keyboard capable	
I/O Ports	USB / Memory card support	
Display	8.0" - 10" touch screen supporting at least 1024 x 768; HD Webcam	
	High Definition Audio	
Audio	Integrated Microphone	
Battery	Battery must support 8 continuous hours runtime; 3 year warranty	
Image/HISD	HISD Standard Load	
	On-site Setup and Delivery	
Service and Support	Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts and Labor	

### 3.3.2 Standard Laptop End User Device (Enterprise Class)

3.3.2 Standard Laptop End User Device (Teacher/School Administrator/District)		
Processor	Intel® Core™ i5-4200U Processor,	
Memory + open slots	4 GB 1600 MHz DDR3 SDRAM (1D) + 1 Open Slots	
Hard Drive	180GB SSD	
Video Graphics	Intel® HD Graphics 4400	
	10/100/1000 Gigabit Ethernet network interface adapter	
	Intel® Dual Band 802.11 a/b/g/n	
Communications	Integrated Bluetooth® 4.0 Wireless Technology	
	USB 3.0. Memory card reader	
	Docking connector, VGA, AC power, DisplayPort, HD Webcam	
	Headphone/speaker out, Microphone	
I/O Ports	RJ-45 (Ethernet LAN)	
	Internal English Keyboard	
Keyboard and Mouse	Touchpad	
Display	14.0-inch diagonal LED-backlit HD anti-glare (1366 x 768)	
	High Definition Audio Codec	
	Dual speakers	
Audio	Integrated Microphone	
Battery	Battery must support 8 continuous hours runtime; 3 year warranty	
Operating System	HISD will leverage Microsoft EES agreement	
Image/HISD	HISD Standard Load	
	On-site Setup and Delivery	
Service and Support	Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts and Labor	

### 3.3.3 Advanced Laptop End User Device (Enterprise Class)

3.3.3 Advanced Laptop End User Device (Teacher/School Administrator/District		
Processor	Intel® Core™ i5-4200U Processor	
Memory + open slots	4 GB 1600 MHz DDR3 SDRAM (1D) + 1 Open Slots	
Hard Drive	180GB SSD	
Video-Graphics	Intel® HD Graphics 4400	
	10/100/1000 Gigabit Ethernet network interface adapter	
	Intel® Dual Band 802.11 a/b/g/n	
Communications	Integrated Bluetooth® 4.0 Wireless Technology	
	USB 3.0. Memory card reader	
	Docking connector, VGA, AC power, DisplayPort, HD Webcam	
	Headphone/speaker out, Microphone	
I/O Ports	RJ-45 (Ethernet LAN)	
	Internal English Keyboard	
Keyboard and Mouse	Touchpad	
Display	15.6-inch diagonal LED-backlit HD anti-glare (1366 x 768)	
,	High Definition Audio Codec	
	Dual speakers	
Audio	Integrated Microphone	
Battery	Battery must support 8 continuous hours runtime; 3 year warranty	
Operating System	HISD will leverage Microsoft EES agreement	
Image/HISD	HISD Standard Load	
	On-site Setup and Delivery	
Service and Support	Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts and Labor	

### 3.3.4 Standard Desktop End User Device (Enterprise Class)

3.3.4 Standard Desktop End User Device (School Administrator/Business User)		
Processor	Intel Core i5-4570 Processor	
Energy Star	Energy Star 5 Compliant	
Memory + open slots	4GB DDR3-1600 DIMM (1x4GB) RAM	
Hard Drive	500GB 7200 RPM 3.5	
Optical Drive	DVD Writer	
Video-Graphics	Integrated Intel HD Graphics 2500	
Communications	10/100/1000 Gigabit Ethernet	
	10 USB 3.0/2.0 Ports (6 Rear & 4 Front) RJ-45 network interface	
	DisplayPort and VGA video interfaces	
I/O Ports	3.5mm audio in/out jacks, headphone output, and a microphone jack	
Display	17-inch Flat Panel LCD Monitor; DVI-D; VGA; 1024 x 768	
Keyboard and Mouse	USB Standard Keyboard and USB 2-Button Laser Mouse	
Operating System	HISD will leverage Microsoft EES agreement	
Image/HISD	HISD Standard Load	
-	Custom On-site Setup and Delivery	
Service and Support	Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts and Labor	

### 3.3.5 Advanced Desktop End User Device (Enterprise Class)

3.3.5 Advanced Desktop End User Device (School Administrator/Business User)		
Processor	Intel Core i5-4570	
Energy Star	ENERGY STAR 5.0 Compliant	
Memory + open slots	4GB DDR3-1600 DIMM (1x4GB) RAM	
	500GB 7200 RPM 3.5 1st Hard Drive	
Hard Drive	1 TB 7200 RPM 3.5 2nd Hard Drive	
Optical Drive	DVD Writer	
Video-Graphics	Discreet Video Adapter with 512MB dedicated memory (NVIDIA NVS 310 512MB PCle x16 1st (2x DP, Adapters Included ))	
Communications	10/100/1000 Gigabit Ethernet	
	10 USB 3.0/2.0 Ports (6 Rear & 4 Front)	
	RJ-45 network interface	
	Media Card Reader	
	DisplayPort and VGA video interfaces	
	3.5mm audio in/out jacks, headphone output, and a microphone jack	
I/O Ports	1 TV out (optional )	
Display	17-inch Flat Panel LCD Monitor; DVI-D; VGA; 1024 x 768	
Keyboard and Mouse	USB Standard Keyboard and USB 2-Button Laser Mouse	
Operating System	HISD will leverage Microsoft EES agreement	
Image/HISD	HISD Standard Load	
	Custom On-site Setup and Delivery	
Service and Support	Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts and Labor	

# 3.3.6 OPTIONS & ACCESSORIES: Add additional accessory descriptions and costs under separate cover.

3.3.6 Options and Accessories (additional accessories may be proposed)		
Docking Station	Standard Docking Station	
	Minimum 24" Flat Panel LED Monitor (1280 x 1024) EPEAT Silver Compliant, or	
Monitor	better.	
	DVI-D; VGA; DisplayPort optional	

#### 3.3.7 SOFTWARE

3.3.7 Software	
	Absolute Computrace

#### 3.3.8 SERVICES

3.3.8 Services	
Services	Imaging
	Product Delivery & Installation
	Asset Tagging
	Engraving/Etching (purchase only)
	Annual Cost per machine to reimage up to 50,000 devices in a 2 month time
	frame

#### **LEASE**

#### 3.4 SPECIFIC CONDITIONS: Units and Pricing (Lease)

- 1. The devices must be wireless connection-ready.
- 2. Provide complete specifications, configurations and pricing of your proposed units per HISD's specifications listed below. HISD reserves the right to select an alternate model from the one proposed in this RFP.
- 3. After required configuration models are provided, responders are requested to provide proposals for additional configurations and pricing as an appendix.
- 4. The district could lease equipment from 1 up to 200,000 units over a (4) year period. Provide pricing for the following unit increments: 1; 1,000; 5,000; 10,000; and 25,000
- 5. The roll-out cycle will be a phased approach at the beginning of the school year (August through in January with a deployment of 25,000 50,000 units annually with the goal of a 1:1 student ratio.
- 6. A response that does not address every column in the model specifications and pricing sheet(s) shown below will be considered non-responsive. Please list interest rate, annual cost, total four (4) year cost, and the cost of buy-out at end of lease.
- 7. Please provide lease pricing for products to be delivered under the following contract term options:
- 8. Four (4) Year Term
- At the District's option, there may be additional 180-day transitional periods added to the end of the Agreement. The Agreement prices, terms and conditions are to remain in force during the transitional period.
- 10. Provide itemized pricing based on the following **Enterprise Class** devices:
- 11. Student End User Devices:
  - Models should be available for a twelve (12) month period or a model equal to or better at the same price point.
  - Student devices will be going home with the students.
- 12. Provide details of leasing options:
  - Early lease termination options and associated costs.
  - Other lease options offered but not requested.

 Provide an overview of the third party leasing company to include a company profile, years in business, accomplishments and financial strength. This information should be limited to no more than three pages.

#### Warranty

- 1. Provide details of the four (4) year warranty (manufacturer's warranty ONLY) that comes with the proposed units, i.e., parts and labor, on-site or depot, service levels and etc.
- 2. It is expected that free provisioning of a parts depot for the major repair items for standard configurations warranty work be provided. Please see Pricing Matrix in Form F-2.
- 3. Provide details of the loaner unit program capabilities and how the program works. (An example would be that the student machine is disabled, how does the student receive another machine until his/her unit is repaired?)

#### **Accident Insurance**

- 1. Provide details of the three (3) year standard accident insurance that comes with the proposed units.
- 2. Provide details of an extended four (4) year accident insurance options and its associated services levels. Include detailed cost breakdown for these services. Include accident insurance pricing for four (4) year option for each configuration. See Pricing Matrix in Form F-2.

#### **Product Delivery & Installation**

- 1. All products will be delivered to an HISD location between the hours of 7:00AM 5:00PM Monday through Friday.
- 2. Provide details of your deployment methods.
- 3. Response should include the best delivery possibly for the quantities listed in the specifications.
- 4. Installations are approximately fifty percent/fifty percent (50/50) for administration and instructional staff.
- 5. For proper control of assets, it is required that computers, and monitors be tagged with a standard HISD asset tag. This is a required service. State all costs (See Pricing Matrix F-2), if any, associated for this service based on the following details:
  - Asset tags will be provided by HISD to the vendor and shall be affixed by the vendor to the appropriate device(s) prior to delivery to an HISD location.
  - Upon delivery to a location, the asset tag, serial number and location of the device must be recorded and transmitted to HISD within three (3) business days.
- 3. Response should include the best delivery possibly for the quantities listed in the specifications.
- 4. The vendor may be required to transfer data from an existing unit to a new unit.
  - Average size of data varies from 20GB 100GB
  - 5. State your ability to ship from the factory a device that can be ready to go at the school shipping point.

#### **Technical Support**

- 1. Provide details of your technical support services.
  - Support hours
  - Service Level Agreements
  - Number of delivery vehicles ;type/size; & year
- 2. HISD will require a certain number of hot swaps (loaners) based upon a percentage of machines at a given campus. Historically, this has been approximately ten percent (10%).
- 3. Describe the skill levels and the number of dedicated staff to support the District.
- 4. Describe all reports that are available to HISD related to technical support and distribution frequency.
- 5. Provide separate details of any additional technical support options available and cost, if any. **Do not include these costs with any unit or unit bundle pricing.**
- 6. Technical support offerings open for definition by the partner. Service level expectations for device repair will be same day response and onsite fix for general repairs. Next day response on ADP claims and or extensive repairs. If the awarded service provider fails to meet any service level, service provider shall

provide the service at no charge. It is important to remember that there is a devastating learning impact when teachers and students in the 21st Century are not able to work.

#### **Relationship Management**

- 1. HISD is seeking a strong partnership with the awarded vendor. Please explain the account and relationship management approach you would offer.
- 2. The awarded partner is expected to work closely with HISD Information Technology Group. HISD Information Technology Group is responsible for setting hardware and software standards, coordinating on-site service support and managing deployment services.
- 3. Provide detailed information on your support services, i.e., name and contact information for the dedicated account manager and inside sales support team, hours of operations and office locations. Outline the roles and responsibility of the dedicated account manager and the inside sales support team, response time and escalation procedures.
  - a. For the dedicated account manager, please include a summary of his/her qualification and experience with the proposed desktop PCs and related sales services.
  - b. Dedicated account managers of the finalist respondents will be required to meet with HISD's evaluation team. If the account manager is determined as not being a good fit resulting from the interview, HISD reserves the right to ask for a replacement. The replacement will be required to meet with HISD evaluation team to determine his/her suitability. Please provide information on any contingency plan in place to replace an account manager.
- 1. Describe the processes in place to provide ongoing product updates and strategic planning (quarterly road maps, briefing sessions etc.).
- 2. Describe all reports (Excel; csv) that are available to HISD related to sales support.
- 3. Describe any Internet Web site(s), if any, which are available to HISD for customer support information.
- 4. Describe any published Web Services capabilities for reporting sales, shipping and tracking and the formats that would be made available to HISD.

#### **Services**

#### **Imaging**

- 1. The proposal response must detail the imaging capabilities available that will be utilized to support this account. The supplier must have the capabilities to provide imaging services prior to delivery of the equipment and a mechanism in place that allows HISD to update/change the image as required. State all costs (See Pricing Matrix F-1), if any, associated for this service.
- 2. HISD will provide the standard image & image is updated approximately every six (6) months.
  - Image size is approximately 7.2GB
- 3, HISD is open to alternatives that may improve the efficiency and cost effectiveness of the imaging process. Respondents may propose alternatives that will assist HISD in achieving this objective. State all costs, if any, associated with these alternatives.
- 4. State whether you company can offer an end of annual school year imaging service of up to 50,000 devices within a 2 month time frame. Please state the cost (See Pricing Matrix F-1) of those services.
  - Pickup units from campuses & inventory
  - Sanitize & reimage annually
  - Redeploy to campuses
- 5. HISD uses Windows 7 throughout the district across multi-device platforms.
- 6. HISD has a Microsoft Enrollment for Education Solutions (EES) licensing agreement

### 3.5 SPECIFICATIONS:

### 3.5.1 **LEASE**

### 3.5.1.1 Student Laptop End User Device (Enterprise Class)

3.5.1.1 Student Laptop End User Device	
Processor	Intel® Core™i5-3337U
Memory + open slots	4 GB
Hard Drive	Minimum 180GB SSD
	10/100/1000 Gigabit Ethernet network interface adapter
	Intel® Dual Band 802.11 a/b/g/n
Communications	Bluetooth
	USB 3.0
	Docking connector, VGA, AC power, DisplayPort, HD Webcam
	Headphone/speaker out, Microphone
	External battery support
I/O Ports	RJ-45 (Ethernet LAN)
	Internal English Keyboard
	Touchpad
Keyboard and Mouse	Pointing stick
Display	Minimum 14" supporting at least 1366 x 768
	High Definition Audio Codec
Audio	Integrated Microphone
Battery	Battery must support 8 continuous hours runtime; 4 year warranty
Operating System	HISD will leverage Microsoft EES agreement
Image/HISD	HISD Standard Load
	On-site Setup and Delivery
	Protected by a Four Year 4-4-4 (Labor, Parts, On-Site) Standard Parts and
Service and Support	Labor

### 3.5.1.2 Student Touch/Convertible End User Device (Enterprise Class)

3.5.1.2 Student Touch/Co	nvertible End User Device Lease
Processor	Intel® Core™i5-3437U
Memory + open slots	4 GB
Hard Drive	Minimum 180GB SSD
	10/100/1000 Gigabit Ethernet network interface adapter
	Intel® Dual Band 802.11 a/b/g/n
Communications	Bluetooth
	USB 3.0
	Docking connector, VGA, AC power, DisplayPort, HD Webcam
	Headphone/speaker out, Microphone
	External battery support
I/O Ports	RJ-45 (Ethernet LAN)
	Internal English Keyboard
	Touchpad
Keyboard and Mouse	Pointing stick
Display	Touch screen minimum 11-13" supporting at least 1366 x 768
	High Definition Audio Codec
Audio	Integrated Microphone
Battery	Battery must support 8 continuous hours runtime; 4 year warranty
Operating System	HISD will leverage Microsoft EES agreement
Image/HISD	HISD Standard Load
	On-site Setup and Delivery
Service and Support	Protected by a Four Year 4-4-4 (Labor, Parts, On-Site) Standard Parts and Labor

### 3.5.1.3 Student Pad End User Device (Enterprise Class)

3.5.1.3 Student Pad End User Device	
Storage	Minimum 64GB
	802.11 a/b/g/n WiFi Adapter
Communications	Bluetooth
	External keyboard capable
I/O Ports	USB / Memory card support
Display	8.0" - 10" touch screen supporting at least 1024 x 768; HD Webcam
	High Definition Audio
Audio	Integrated Microphone
Battery	Battery must support 8 continuous hours runtime; 4 year warranty
Software	HISD Standard Load
	On-site Setup and Delivery
	Protected by a Four Year 4-4-4 (Labor, Parts, On-Site) Standard
Service and Support	Parts and Labor

### **3.5.1.4 SERVICES**

3.5.1.4 Services	
Services	Imaging
	Product Delivery & Installation
	Asset Tagging
	Annual Cost per machine to reimage up to 50,000 devices in a 2 month time frame

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

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

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

Criteria #	Criteria Description	Weighted Value
1	the purchase price	30%
2	the reputation of the Proposer and of the Proposer's goods or services	<u>       4    </u> %
3	the quality of the Proposer's goods or services	<u>20</u> %
4	the extent to which the goods or services meet the District's needs	<u>12</u> %
5	the Proposer's past relationship with the District	<u>13</u> %
6	the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses	<u>10</u> %
7	the total long-term cost to the District to acquire the Proposer's goods or services	<u>10</u> %
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	<u>1_</u> %
9	List and weigh any other relevant factors	0%

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

#### **Procurement E-Commerce Solutions**

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

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

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

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

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

The alternative to a "Punch-out" catalog is an internal catalog or "Hosted catalog" system in which the supplier will complete an Excel spreadsheet with bid items and pricing to be loaded onto HISD's SRM Internal Catalog System. The following link contains HISD Internal Catalog specs and information: <a href="HISD Internal Catalog Specs">HISD Internal Catalog Specs</a>. Proposer(s) are encouraged to complete either the Punch-Out or Internal Catalog template and submit by electronic form (Excel format); handwritten proposals will not be accepted. Proposers must include a USB flash drive or CD, properly labeled with company's name and project number, that contains the requested electronic catalog (electronic media supplied will not be returned and becomes property of the District).

Contact information: Operations & Strategic IT Support Team at SRM\_MDM@houstonisd.org or 713-556-6515. HISD reserves the right to select and determine the appropriate and most advantageous suppliers for the above electronic catalog solutions. HISD requests all suppliers to consider the resources and skills necessary within their company to meet the electronic catalog requirements of HISD. These include, but are not limited to, ongoing catalog maintenance, customization of any current websites, and any new software needing to be purchased and implemented for successful catalog implementation and management. Additionally, HISD reserves the right to invoke corrective action, up to and including termination of the supplier's contract, in the event that suppliers cause technical problems with the catalog system or use the system inappropriately by selling unauthorized items or making price changes without the prior approval of the Procurement Services Department.

#### 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 C	S
COUNTY	OF § AND CORPORATE INFORMATION
	BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED
	[FULL NAME]
(HEREAF	TER "AFFIANT"), [STATE
TITLE/C	APACITY WITH PROPOSAL] OF (PROPOSAL'S CORPORATE/LEGAL NAME), WHO BEING BY ME DULY SWORN ON
OATH ST	TATED 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.

#### 5.1 SUBSECTION I - COMPANY INFORMATION:

COMPANY NAME			
DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER			
HON	ME OFFICELOCAL OFFICE	_	
ADD	DRESS	-	
CITY	Υ		
STA	ATEZIP		
TEL	FAXTELEPHONEFAX		
CON	NTACT PERSON'S NAME		
CON	NTACT PERSON'S TELEPHONE NUMBER FAX NUMBER		
CON	NTACT PERSON'S E-MAIL ADDRESS		
1.	NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN CONTINUOUS OPERATION	_	
2.	NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME	_	
3.	DOES YOUR COMPANY PAY TAXES TO THE HOUSTON INDEPENDENT SCHOOL DISTRICT?		
4.	ARE YOUR TAX PAYMENTS TO HISD CURRENT?	_	

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

HOUSTON INDEPENDENT SCHOOL DISTRICT	☐ YES ☐ NO
TYPE OF BUSINESS ENTITY:   PUBLICLY TRADED CORPORATION   PRIVATE CORPO  PARTNERSHIP  SOLE PROPRIETORSHIP  NOT FOR	
IF CORPORATION, ANSWER THE FOLLOWING QUESTIONS:	
DATE OF INCORPORATION	_
STATE OF INCORPORATION	_
CHARTER NUMBER	-
PRESIDENT	-
VICE PRESIDENT	
CORPORATE SECRETARY	-
TREASURER	
IF PARTNERSHIP OR CORPORATION , DATE OF ORGANIZATION CREATION	
IF SOLE PROPRIETOR, NUMBER OF YEARS IN BUSINESS	
NUMBER OF YEARS DOING BUSINESS WITH HISD	
Do you have experience with other school districts?yes	NO
IF YES, PLEASE LIST NAMES OF SCHOOL DISTRICTS	
	TYPE OF BUSINESS ENTITY:  PUBLICLY TRADED CORPORATION  PRIVATE CORPO PARTNERSHIP SOLE PROPRIETORSHIP NOT F  IF CORPORATION, ANSWER THE FOLLOWING QUESTIONS:  DATE OF INCORPORATION STATE OF INCORPORATION CHARTER NUMBER PRESIDENT VICE PRESIDENT CORPORATE SECRETARY

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? YESNO.
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 TRANSPORTATION STATUS: METRO TRANSIT AUTHORITY CITY OF HOUSTON
18.	CHECK ONE OF THE FOLLOWING:  PROPOSER WILL PROVIDE GOODS AND SERVICES WITH OWN WORK FORCE PROPOSER WILL PURCHASE GOODS DIRECTLY FROM THE MANUFACTURER OR OTHER SUPPLIER

19.	NAME OF STATE WHERE YOUR HOME OFFICE/H IF NOT TEXAS, DOES THE STATE HAVE PREFERE IF YES, WHAT PERCENTAGE:	ENTIAL TREATMENT ON BIDS - YES	□ No
20.	EQUAL OPPORTUNITY EMPLOYER INFORMATION		
	THE HOUSTON INDEPENDENT SCHOOL DIST	TRICT CAN ONLY DO BUSINESS WITH I	EQUAL OPPORTUNITY EMPLOYERS.
	CURRENT TOTAL NUMBER OF EMPLOYEES_	NUMBER OF MALES	NUMBER OF FEMALES
	OF THE TOTAL NUMBER OF PERSONS CURR	RENTLY EMPLOYED, PROVIDE THE FO	LLOWING INFORMATION:
	NUMBER OF ANGLO	NUMBER OF	FAFRICAN AMERICAN
	NUMBER OF HISPANIC MEXICAN-AMERICAN / SPANISH SURNAMES	NUMBER OF	OTHER MINORITIES
	DO YOU ADVERTISE AS AN "EQUAL OPPORT	UNITY EMPLOYER"?	□ YES □ NO
	DO YOU HAVE A WRITTEN NON-DISCRIMINA	TORY POLICY OF EMPLOYMENT?	□ YES □ NO
	HAS THIS POLICY BEEN CIRCULATED THROU	JGHOUT YOUR ORGANIZATION?	□ YES □ NO
	NAME AND TITLE OF PERSON TO CONTACT	REGARDING EQUAL OPPORTUNIT	TY INFORMATION ISSUES:
	NAME	ТІТІ	.E
21.	LIST YOUR BANKING REFERENCE:		
	BANK NAME	OFFICER'S NAME	
	BANK ADDRESS	CITY STATE ZIP	
	OFFICER'S TELEPHONE NUMBER	OFFICER'S FAX	NUMBER
l att	est that I have answered the questions regard	ding company information truthfully	and to the best of my knowledge.
		CORPORATE OFFICER'S SIGNA	TURE
		PRINTED NAME	
		TITLE	

#### 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 felo	ony?	□ Yes □ No
If a Corporation, Partnership, Limited Partnership,	etc:	
Has any owner, or partner, of your business e	ntity been convicted of a felony?	□ Yes □ No
Has any manager or director of your entity been co	onvicted of a felony?	□ Yes □ No
Has any employee of your entity been convicted or	f a felony?	□ Yes □ No
If Yes, give details:		
If you answered yes to any of the above question the conviction of the felony, including the Case conviction occurred, and the sentence. (Attached a lattest that I have answered the questions concern	Number, the applicable dates, the Standditional pages, if necessary.)	tate and County where the
	CORPORATE OFFICER'S SIGNATURE	
	PRINTED NAME	
	TITLE	

#### 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, against property owned by individual and/or business entity paid?	assessed
□ Yes □ No	
If you answer "no" to this question, provide detail of the amounts due the District and your current plan to sindebtedness.	satisfy this
I attest that I have answered the questions regarding indebtedness to the Houston Independent School Dist the best of my knowledge.	rict truthfully and to
CORPORATE OFFICER'S SIGNATURE	
PRINTED NAME	

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

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

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

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

CORPORATE OFFICER'S SIGNATURE	
PRINTED NAME	
TITI F	

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

The undersigned Proposer does hereby certify:

a)

- 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.

That all statements of fact in such proposal are true.

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

- i) That no officer or principal of the undersigned firm is related to any officer or employee of the District by blood or marriage within the third degree or is employed, either full or part time, by the District either currently or within the last two (2) years.
- j) That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal anti-trust law in connection with the bidding, award of, or performance of any public work contract and/or agreement with any public entity.

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
TITI F

#### 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	

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ	
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY	
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).  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.  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.  Name of person who has a business relationship with local governmental entity.	Date Received	
Name of local government officer with whom filer has employment or business relationship.  Name of Officer  This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.  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?  Yes No  B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income government officer named in this section AND the taxable income is not received from the local governmental entity?  Yes No  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?  Yes No  D. Describe each employment or business relationship with the local government officer named in this section.		
Signature of person doing business with the governmental entity	Date	

Adopted 06/29/2007

	COMPANY NAME
	CORPORATE OFFICER'S SIGNATURE
	PRINTED NAME
	TITLE
Affiant is associated with the Proposal in the capa	to submit the above information on behalf of the Proposer, that city noted above and has personal knowledge of the accuracy of mation provided herein is true and correct to the best of Affiant's
	Affiant
SWORN TO AND SUBSCRIBED before me this	day of, 20
(seal)	
(oodi)	Notary Public

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

For assistance ON COMPLETING THESE FORMS Contact:

Business Assistance Department: Supplier Diversity

4400 West 18th Street Houston, TX 77092

Telephone: (713) 556-7273 Fax: (713) 556-7274 Email: BusinessAssistance@houstonisd.org

### SPECIFIC CONDITIONS FOR MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Office of Business Assistance was established by the Houston Independent School District Board of Education in 1988 to assist minority and women-owned business enterprises (M/WBEs) in the participation of various district business projects. The district's M/WBE subcontractor participation goals are as follows:

20% for purchasing of goods & non-professional services over \$50,000

20% for construction over \$50,000

25% for professional services over \$50,000

The district requires all M/WBE documents and supporting materials to be completed and submitted as a part of the response to a proposal. All required documents should be submitted with an original signature by an official from the proposer's company. Although most pre-bid meetings are not mandatory, the district recommends that the proposer attends to become familiar with the M/WBE requirements. If you are unable to attend the pre-bid meeting, please contact Supplier Diversity for assistance on completing the required documentation.

#### IMPORTANT NOTICE

M/WBE documents are a part of proposer's evaluation. This documentation is required for your proposal to be evaluated by the district. HISD will determine whether the proposer's efforts meet the minimum standards of "Good Faith Effort" consistent with the district's policy on the participation of M/WBEs. Failure to provide the required M/WBE documentation will be considered non-compliant. If a company is deemed non-compliant, it can lead to disqualification from the provision of goods and services to the district for current and/or future projects.

#### **INSTRUCTIONS**

- 1. Review the M/WBE Participation Options and instructions on (page B-3) of this section.
- 2. Complete the M/WBE Participation Report on (page B-4) of this section. <u>Submit this form with your proposal.</u>
- 3. Complete all additional documentation required for the participation option that your company selected.
- 4. Submit all requested/required forms and documentation with your proposal.

HISD AUTHORITY AND INTERPRETATION OF M/WBE DOCUMENTATION
HISD shall have sole authority for the interpretation of all rules and regulations concerning M/WBE participation and for all determinations of compliance or non-compliance of any proposer with the M/WBE participation requirements as set forth herein. The decision of HISD shall be final and conclusive as to such compliance or non-compliance. All proposers, by the submission of a proposal, acknowledge and agree that HISD shall have such sole and exclusive authority to make such interpretations and determinations and that all such interpretations and determinations shall be conclusive.

#### M/WBE SPEND REPORTING & COMPLIANCE

To ensure that all M/WBE participation obligations under the awarded contract are met, the Business Assistance Department will require documentation of the awarded supplier's M/WBE participation throughout the performance of the contract and upon the contract renewal.

The awarded supplier will be required to report M/WBE subcontracting participation on a monthly basis to the Business Assistance Department. Documents requested by the Business Assistance Department from the awarded supplier's company to show documentation of M/WBE spend include, but are not limited to: invoices, purchase orders, and other pertinent documents that the district deems necessary to verify the usage of M/WBE companies. Awarded proposers will also be required to complete M/WBE documentation provided by the Business Assistance Department, which includes monthly reporting.

The awarded supplier could be deemed as non-compliant if they fail to meet and/or report their M/WBE subcontracting commitment, provides inaccurate, incorrect, and/or false information related to reporting M/WBE information.

If the district determines that a supplier is non-compliant, actions include, but are not limited to the following.

- 1. If the supplier, during any year of the contract, (i) fails to meet their M/WBE subcontracting commitment; and/or (ii) fails to provide the requested and accurate M/WBE documentation will be subject to having the contract terminated.
- If the supplier is undergoing M/WBE compliance review at the end of their current contract and (i) fails to meet their M/WBE subcontracting commitment; and/or (ii) fails to provide the requested and accurate M/WBE documentation, the supplier may not be allowed to bid on the new RFP issued for that particular product or service.
- If a supplier fails to meet their M/WBE subcontracting commitment on more than one contract with the district, the supplier may not be eligible to do business with the district for a minimum of one year.

### M/WBE PARTICIPATION REQUIREMENTS

<u>Proposer must select one (1) of the following M/WBE participation options</u> and submit required documentation.

OPTION I Certified M/WBE Company	Complete this section if proposer's company is a certified minority and/or woman-owned business enterprise (M/WBE) with the (1) City of Houston (MBE and/or WBE only); (2) National Minority Supplier Development Council or local affiliate; and/or (3) Women's Business Enterprise National Council or local affiliate. If a supplier chooses this option, they are expected to maintain their M/WBE certification throughout the duration of the contract.  1. Proposer must complete & submit (page B-4 & B-5) and attach current M/WBE certification.  2. If M/WBE proposer also subcontracts with other M/WBE companies other documentation is required. Proposer is required to submit an M/WBE Subcontracting Plan (page B-6) and M/WBE subcontractor agreement(s) (page B-7).	
OPTION II  Subcontract to meet district's M/WBE goal	Complete this section if proposer's company will subcontract with M/WBE firm(s) to meet and/or exceed the district's M/WBE participation goals. HISD M/WBE Participation Goals are: 20% for purchasing of goods, non-professional services & construction projects; 25% for professional services. If a supplier chooses this option, they are expected to report their M/WBE subcontractor spend throughout the duration of the contract. Any additions or changes to the M/WBE subcontractors utilized during the contract require the prior written approval of the Business Assistance Department before any changes are permitted. A subcontractor change request form can be found on (page B-13).	
	Proposer must complete & submit (page B-4).	
	<ol> <li>Submit an M/WBE Subcontracting Plan (page B-6) and M/WBE subcontractor agreement(s) (page B-7). Please attach M/WBE firm(s) current certifications. Companies must be certified by (1) City of Houston (MBE and/or WBE only); (2) National Minority Supplier Development Council or local affiliate; and/or (3) Women's Business Enterprise National Council or local affiliate.</li> </ol>	
OPTION III Good Faith Efforts	Complete this section to comply with the district's "Good Faith Efforts" (GFE) documentation. Company has the option to subcontract with M/WBE firm(s), if they cannot meet the district's goal. If a supplier chooses to subcontract as a part of their GFE, they are expected to report their M/WBE subcontractor spend throughout the duration of their contract. Any additions or changes to the M/WBE subcontractors utilized during the contract require the prior written approval of the Business Assistance Department before any changes are permitted. A subcontractor change request form can be found on (page B-13).	
	1. Proposer must complete & submit (page B-4).	
	<ol> <li>Good Faith Efforts (Required) - Proposer must complete &amp; submit (pages B-4, B-8, B-9, B-10, B-11). Please attach all requested documentation.</li> </ol>	
	<ol> <li>Subcontract (Optional) - In addition to the GFE documentation listed above, submit an M/WBE Subcontracting Plan (page B-6) and M/WBE subcontractor agreement(s) (page B-7). Attach current M/WBE certifications for each subcontractor listed. Companies must be certified by (1) City of Houston (MBE and/or WBE); (2) National Minority Supplier Development Council or local affiliate; and/or (3) Women's Business Enterprise National Council or local affiliate.</li> </ol>	

### M/WBE PARTICIPCATION REPORT

#### **Business Assistance Department**

HISD PROJECT TITLE:	PROJECT NUMBER:
COMPANY NAME:	CONTACT NAME:
PHONE NUMBER:	EMAIL:
TOTAL PROPOSAL AMOUNT: \$	M/WBE SUBCONTRACTOR: %
Select one of the following options and complete section. Attach and c	complete requested documentation.
□ OPTION I – Complete section if company if (M/WBE).	is certified as a minority or woman-owned business
Please select current M/WBE certification(s) that HIST Certification.	) recognizes. Please attach current M/WBE
□ City of Houston (MBE and/or WBE only)	
□ National Minority Supplier Development Council or local affil	
<ul> <li>Women's Business Enterprise National Council or local affilia</li> </ul>	ate
2. Additional M/WBE Subcontractor Contract Commitme	ent:%
written goal.	ract with M/WBE companies to meet or exceed the above and M/WBE subcontractor agreement(s) (page B-7). Please
☐ OPTION II – Complete section if company agreements.	rees to subcontract with M/WBE firm(s) for the awarded
<ol> <li>Company will meet or exceed the district's M/WBE S 20% for purchasing of goods, nonprofessional services &amp; co</li> </ol>	
2. M/WBE Subcontractor Contract Commitment%	
	ntract with M/WBE companies to meet or exceed the above
written goal.  Please submit an M/WBE Subcontracting Plan (page B-6 attach M/WBE firm(s) current certifications.	s) and M/WBE subcontractor agreement(s) (page B-7). Please
☐ OPTION III – Complete section to comply with the	e district's "Good Faith Efforts" documentation.
Proposer's company must complete all "Good Faith E requested documentation.	Efforts" prior to the bid opening date and attach
2. Please complete the district's "Good Faith Efforts" do	ocumentation on page B-8, B-9, B-10 & B-11.
3. Company must complete "Good Faith Efforts" for a to	otal of 100 points.
□ NON-PROFIT ORGANIZATION – Organization	ı is a 501(c)3 non-profit entity.
1. Please attach a copy of the organization's IRS determ	ination letter.
2. Sign and date the bottom of the form.	
Signature of Company Officer	Date
Printed Name	_

## Option I M/WBE COMPANY INFORMATION

Please complete the information below if you are a certified M/WBE company. Please attach current M/WBE certification. Company must be certified by (1) City of Houston (MBE and/or WBE only); (2) National Minority Supplier Development Council or local affiliate; and/or (3) Women's Business Enterprise National Council or local affiliate.

M/WBE COMPANY NAME:		
COMPANY DBA:		
OWNER NAME(S):		
OWNERSHIP % BREAKDOV	VN:	
MAJORITY OWNERSHIP GE	NDER:   MALE   FEMAL	E
MAJORITY OWNERSHIP	□ AFRICAN AMERICAN □ ASIAN II	NDIAN 🗆 ASIAN PACIFIC 🗆 HISPANIC
ETHNICITY:	□ NATIVE AMERICAN □ OTHER_	
SELECT CURRENT M/WBE	CERTIFICATION(S) & ATTACH CURRE	ENT CERTIFICATION(S)
	Development Council or local affiliate orise National Council or local affiliate	
COMPANY CONTACT NAME	E:	
PHONE NUMBER:		
EMAIL ADDRESS:		
the best of my knowled	dge. I understand that any info	leted as directed and that the information is accurate to ormation willfully falsified or omitted may result in, but is rom doing business with the Houston Independent
Proposer Officer Signa	ature	Date
Printed Name		Printed Title

# Option I/II/III M/WBE SUBCONTRACTING PLAN

Please complete the information below if you agreed to subcontract with M/WBE companies.

HISD PROJECT NUMBER:		PROPOSAL TITLE: CONTACT		
COMPANY NAME: PHONE NUMBER:		NAME: EMAIL ADDRESS:		
M/WBE SUBCONTRACTOR:	%	_		
	M/WBE	Subcontractors		
M/WBE Company Name / DBA		cts or Services Provided	Agreed Price or % of Contract	
_		contractor Commitment:		
Attach current M/WBE certificatio Houston (MBE and/or WBE only) Women's Business Enterprise Na	; (2) National Minor	ity Supplier Developmer	s must be certified by (1) City of nt Council or local affiliate; and/or (3)	
contract amount with HISD. If	the awarded suppl ered a breach of	ier fails to meet and/c contract. You will be	ve for the percentage of the awarded or report their M/WBE subcontracting required to provide any requested	
respective product(s) and/or s each M/WBE Subcontractor lis	ervice(s). Please ( ted. <u>Any additions</u>	complete the M/WBE or changes to the M/	/WBE firm(s) listed above for their Subcontractor Agreement Form for WBE subcontractors utilized during	
changes are made.	iovai vi lile DUSI	niess Assistance Dep	partment before any subcontractor	
Signature of Company Officer		_	 Date	
5 · · · · · · · · · · · · · · · · · · ·				
Name of Officer (Print)		_		

**NOTICE for RFP - PAGE 58** 

# Option I/II/III M/WBE SUBCONTRACTOR AGREEMENT

Please complete the information below if you agreed to subcontract with M/WBE companies. **The submission of your subcontractor agreement is required for** <u>each </u>**M/WBE subcontractor.** 

SD PROJECT NUMBER:	
OPOSAL TITLE:	
OPOSER COMPANY NAME:	
M/WBE SUBCONTRACTOR INFORMATION	
M/WBE COMPANY NAME:	
COMPANY DBA:	
OWNER NAME(S):	
OWNERSHIP % BREAKDOWN:	
MAJORITY OWNERSHIP GENDER:	
MAJORITY OWNERSHIP ETHNICITY:    AFRICAN AMERICAN   OTHER	NDIAN   ASIAN PACIFIC   HISPANIC
SELECT CURRENT M/WBE CERTIFICATION(S) & ATTACH CURRE	NT CERTIFICATION(S)
□ City of Houston MBE □ City of Houston WBE □ National Minority Supplier Development Council or local affiliate □ Women's Business Enterprise National Council or local affiliate	
AGREED CONTRACT PRICE <u>OR</u> % OF CONTRACT AWARD:	
COMPANY CONTACT NAME:	-
PHONE NUMBER:	
EMAIL ADDRESS:	<u> </u>
M/WBE Subcontractor Officer Signature	Date
Printed Name	Printed Title
Proposer Officer Signature	Date
Printed Name	Printed Title

### M/WBE - OPTION III

#### **Good Faith Efforts**

Complete this section if proposer's company selected "Good Faith Efforts". Proposer must select a combination of good faith efforts listed below to total a minimum of 100 points. If proposer fails to meet the minimum point requirement for the option selected and/or submit the requested documentation, proposer may be considered non-compliant.

rr-	,
HISD PROJE	ECT NUMBER:
PROPOSAL	TITLE:
PROPOSER	R COMPANY NAME:
Select	and complete "Good Faith Efforts" below to total a minimum of 100 points.
□ Congoal.	mpany agrees to subcontract with M/WBE(s) for the awarded contract for less than the
If com below	npany selects this option, please choose one of the M/WBE subcontracting commitments
	ubcontract with M/WBE firm(s) from 10% to the subcontracting goal. (65 points) ubcontract with M/WBE firm(s) from 9.99% to 1%. (45 points) e complete the following information.
1.	M/WBE Subcontractor Contract Commitment%
2.	(initial) Proposer's company agrees to subcontract with M/WBE companies to meet or exceed the above written goal. Proposer is required to submit an M/WBE subcontracting plan (page AB-6) and the M/WBE subcontractor agreement(s) (page AB-7) with proposal.
	tters of Intent to Find Subcontractors / Follow-Up with M/WBE Subcontractors (35 points)
Supplier subcontr	er must send at least (10) outreach letters to relevant certifying agencies accepted by HISD (City of Houston, Houston Minority Development Council, Women's Business Enterprise Alliance) and individual M/WBE companies to solicit potential M/WBE ractor participation. Please see page B-12 for outreach letter template. Please see page B-11 to document M/WBE outreach s. Proposer must solicit M/WBE companies a minimum of seven (7) business days before the bid opening date.
The folion 1. 2. 3. 4.	Document outreach activities on page B-11. Attach and submit page B-11. Proposer must respond to M/WBEs who show interest in becoming a subcontractor. Attach additional email and fax responses and communications from company with potential M/WBE subcontractors.

Proposer should provide interested minority and women business enterprises with adequate information about the plans,

specifications and requirements for the subcontracting opportunities available.

☐ Place Advertisement(s) to Find M/WBE Subcontractors (20 points)
Proposer must advertise in at least one general print circulation newspaper, magazine, trade association publication, or minority and women-focused publication, concerning the potential subcontracting opportunity. Proposer must also advertise to M/WBE organizations by sending out (5) letters, emails and/or faxes within a minimum of seven (7) business days before the bid opening date. *Please attach copy of advertisement placed in M/WBE publications and letters sent to M/WBE organizations.

### **Option III**

### Good Faith Efforts (continued)

☐ Letters of Acceptance/Rejection to Potential Subcontractors (20 points)		
Proposer must provide an explanation of rejection or an acceptance to at least (5) of the M/WBE companies who were contacted for the "Letters of Intent to Find Subcontractors". To select this option proposer must have sent "Letters of Intent to Find Subcontractors".		
<ol> <li>A written rejection and/or acceptance letter, including the reason(s) for rejection or the terms of acceptance, will be sent to at least (5) of the M/WBE companies. If less than (5) M/WBEs responded to the letter of intent, failure of an M/WBE to respond can be a reason for a rejection letter to be sent.</li> <li>Please attach a copy of each rejection and/or acceptance letter sent to potential M/WBE subcontractors.</li> <li>Please attach an explanation to HISD, written on company letterhead, of why company was unable to utilize M/WBE subcontractors to meet the district's M/WBF subcontractor goal.</li> </ol>		
☐ Participation as a Mentor to an M/WBE Company (15 points)		
Proposer is participating as a mentor to an M/WBE company. Mentoring shall be defined as peer collaboration between the proposer and at least one M/WBE firm in the areas of technical performance enhancement, business management assistance, human resource management. and revenue tracking including cash flow and debt management. Attach a copy of your company's mentor/protégé		
☐ Attended Pre-Bid Meeting to Network with Potential M/WBE Subcontractors (10 points)		
Pronoser attended the RFP Pre-Rid Meeting in an effort to meet notential M/WRF subcontractors * If selected Rusiness Assistance will		
□ M/WBE Assistance (10 points)  Proposer must describe how they have assisted M/WBEs in their business operations. Example of assistance includes, but is not limited to: assistance in acquiring equipment, capital, lines of credit, or joint pay agreements to secure loans, supplies; letters of credit, including waiving credit that is ordinarily required.  Please describe how your company assisted M/WBEs in the past 6 months:		
☐ Company Policies that Support M/WBE Participation (10 points)		
Proposer has implemented company policies that assist M/WBEs in doing business with their company. This includes but is not limited to: having a Supplier Diversity Program, having documentation of a negotiated joint venture/partnership arrangements in the recent past, establishing quick pay agreements and policies to enable M/WBE subcontractors to meet cash-flow demands, etc.		
1. Please attach examples of company policies that support and encourage M/WBE participation within your company.		
Please describe your company's policies that support M/WBE participation:		

### **Option III**

### Good Faith Efforts (continued)

☐ M/WBE Organization Participation (10	0 points)		
Proposer must identify M/WBE organizations they actively participate in as members and/or donate company resources. Proposer must include documentation of partnerships, committee involvement, and workshop participation and training.			
Please list current organizations that your organization	supports:		
Please describe how your company currently supports	M/WBE organizati	ons:	
Total Good Faith Efforts Points:			
Signature of Proposing Company's Officer	Date	Printed Name	

### **Option III**

Good Faith Efforts: M/WBE Outreach

Please complete the information below if your company is completing "Good Faith Efforts" documentation.

D PROJECT NUMBER:  OPOSAL TITLE:  OPOSER COMPANY NA					
Please document the pote	ential M/WBE subcontra	octors and/or M/WBE or	ganizations that y	you contacte	d.
M/WBE Company Name	Phone Number	Contact Person	Date Contacted	Follow-Up Date	Contact Notes
Signature of Company	Officer			Date	
Name of Officer (Print)					

### M/WBE OUTREACH EXAMPLE LETTER

(Insert Company Contact Information)
(Insert M/WBE Company Contact Information)
Dear M/WBE Supplier-
(Company Name) is bidding on Project (Insert Project Number and Project Title) for the Houston Independent School District. Our company is looking for possible M/WBE subcontractors. We are currently looking for subcontractors for the following products or services.
<ol> <li>(Insert potential subcontracting opportunity)</li> <li>(Insert potential subcontracting opportunity)</li> <li>(Insert potential subcontracting opportunity)</li> </ol>
Our company will be looking for M/WBE Subcontractors for the next 5 business days. If you are interested in providing the above listed products or services please contact (Insert contact information) by (Insert Deadline Date).
(Insert Company Signature)

### **M/WBE SUBCONTRACTOR CHANGE REQUEST**

Business Assistance Department
Telephone: (713) 556-7273 Fax: (713) 556-7274
Email: BusinessAssistance@houstonisd.org

	e to provide requested pr						
s = Unable	e to provide proper insura	ance/bonding require	ements				
	M/WBE Company Name	Phone Number	Contact Person	Scope Of Service	Agreed Price	F	Rea
ORIGINAL	in the company rame	T HONG HUMBON	Contact Follows	Goope G. Golvido	Agreed 1 Hee		
NEW							
ORIGINAL							
NEW							
ORIGINAL							
NEW							
ORIGINAL							L
NEW							
Please Note:	arrest on the short shore MANADI	F Firm(s) listed must be at I	least 51% owned by a wo				
he change re ollowing M/W Supplier Deve Submitted	BE agencies: (1) City of Houston elopment Council; (4) Women's B By:	n (MBE and/or WBE); (2) He	l Council; and/or (5) Worl			ty	
he change re ollowing M/W Supplier Deve Submitted	BE agencies: (1) City of Houstor elopment Council; (4) Women's B	n (MBE and/or WBE); (2) He				ty	

#### **CERTIFYING AGENCIES**

#### CITY OF HOUSTON OFFICE OF BUSINESS OPPORTUNITY

611 Walker, 7th Floor Houston, Texas 77002 Phone: (832) 393-0600 Fax: (713) 837-9050

Website: Will.Norwood@houstontx.gov Email: Will.Norwood@houstontx.gov

#### HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL

Three Riverway, Suite 555 Houston, Texas 77056 Phone: (713) 271-7805 Fax: (713) 271-9770 Website: www.hmsdc.org Email: info@hmsdc.org

#### NATIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL

1359 Broadway, Tenth Floor New York, NY 10018 Phone: (212) 944-2430 Fax: (212) 719-9611 Website: www.nmsdc.org

Email: maureen.simonette@nmsdc.org

#### **WOMEN'S BUSINESS ENTERPRISE ALLIANCE**

9800 Northwest Freeway Suite 120 Houston, Texas 77092 Phone: (713) 681-9232 Fax: (713) 681-9242 Website: www.wbea-texas.org

Website: www.wbea-texas.org Email: aday@wbea-texas.org

#### WOMEN'S BUSINESS ENTERPRISE NATIONAL ALLIANCE

1120 Connecticut Avenue, NW, Suite 1000 Washington, DC 20036 Phone: (202) 872-5515 Fax: (202) 872-5505

Fax: (202) 872-5505 Website: www.wbenc.org Email: support@wbenc.org

### M/WBE BUSINESS ORGANIZATIONS & **ASSOCIATIONS**

#### ACRES HOME CITIZENS CHAMBER OF COMMERCE

Houston, Texas 77091 Phone: (713) 692-7161 Fax: (713) 961-7131

Website: www.dscreation6754244.homestead.com

Email: info@acreshomecenter.org

#### AMERICAN INDIAN CHAMBER OF COMMERCE OF TEXAS-**HOUSTON**

11245 Indian Trail, 2nd Floor Dallas, Texas 75229

Phone: (972) 241-6450 ~ Toll Free: (866) 241-6450

Fax: (972) 241-6454 Website: www.aicct.com Email: tmarshall@aicct.org

#### **ASIAN CHAMBER OF COMMERCE**

6833 W. Sam Houston Parkway, Suite 206

Houston, Texas 77072 Phone: (713) 782-7222 Fax: (713) 981-6204

Website: www.asianchamber-hou.org/ Email: info@asianchamber-hou.org

#### CITY OF HOUSTON OFFICE OF BUSINESS OPPORTUNITY

611 Walker, 7th Floor Houston, Texas 77002 Phone: (832) 393-0600 Fax: (713) 837-9050

Website: Will.Norwood@houstontx.gov Email: Will.Norwood@houstontx.gov

#### **GREATER HOUSTON WOMEN'S CHAMBER OF COMMERCE**

3015 Richmond, Suite 200 Houston, Texas 77098 Phone: (713) 782-3777 Fax: (281) 400-3635 Website: www.ghwcc.org Email: info@ghwcc.org

#### **GREATER HOUSTON BLACK CHAMBER OF COMMERCE**

2808 Wheeler Houston, Texas 77004 Phone: (713) 522-9745 Fax: (713) 522-5965 Website: www.hccoc.org

Email: info@hccoc.org

#### HOUSTON AREA URBAN LEAGUE, INC

1301 Texas

Houston, Texas 77002 Phone: (713) 393-8700 Fax: (713) 393-8790 Website: www.haul.org

#### HOUSTON HISPANIC CHAMBER OF COMMERCE

1801 Main Street, Suite 890 Houston, TX 77002 Phone: (713) 644-7070 Fax: (713) 644-7377

Website: www.houstonhispanicchamber.com Email: info@houstonhispanicchamber.com

HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL

Three Riverway, Suite 555 Houston, Texas 77056 Phone: (713) 271-7805 Fax: (713) 271-9770 Website: www.hmsdc.org Email: info@hmsdc.org

#### INDO AMERICAN CHAMBER OF COMMERCE OF GREATER **HOUSTON (THE)**

1535 West Loop South, Suite 200 Houston, Texas 77027 Phone: (713)-624-7132

Website: www.iaccgh.com Email: info@iaccgh.com

#### LEAGUE OF UNITED LATIN AMERICANS (LULAC)

PO Box 8620 Houston, Texas 77249 Phone: (713) 695–5980 Fax: (713) 691–4128

Website: http://www.lulacdistrictviii.org/

Email: d8mgr@lulac.org

#### N.A.A.C.P. ECONOMIC DEVELOPMENT COMMITTEE

2002 Wheeler Houston, Texas 77004 Phone: (713) 526-3389 Fax: (713) 630-2699

Website: www.naacp-houston.org Email: economics@naacphouston.org

#### NATIONAL ASSOCIATION OF WOMEN BUSINESS OWNERS-**GREATER HOUSTON CHAPTER (NAWBO-GHC)**

P.O. Box 56583 Houston, TX 77256-6583 Phone: (713) 487-8475 Fax: (713) 974-1835

Website: www.nawbohouston.org Email: membership@nawbohouston.org

#### NATIVE AMERICAN CHAMBER OF COMMERCE

7457 Harwin, Suite 307 Houston, Texas 77036 Phone: (832) 251-6367 Fax: (832) 251-6312

Website: www.nativeamericanchamber.org

Email: info@namcham.org

#### TSU/ECONOMIC DEVELOPMENT CENTER

3100 Clebume Street, Jesse H. Jones School of Business, Room 151,

Houston, Texas 77004 Phone: (713) 313-7785 Fax: (713) 313-7101 Website: www.tsu.edu Email: conneraa@tsu.edu

#### WOMEN'S BUSINESS ENTERPRISE ALLIANCE

9800 Northwest Freeway Suite 120 Houston, Texas 77092 Phone: (713) 681-9232 Fax: (713) 681-9242 Website: www.wbea-texas.org

Email: aday@wbea-texas.org

### M/WBE Organizations & Associations (Construction)

#### ALLIANCE OF MINORITY CONTRACTORS OF HOUSTON

P.O. Box 920859 Houston, Texas 77292-0859 Phone: (713) 802-4154 Fax: (713) 460-0673

Website: www.amch.biz/ Email: info@amc-houston.org

#### **ASIAN AMERICAN ENGINEERS/ARCHITECTS**

2525 North Loop West, Suite 300 Houston, Texas 77008-1094 Phone: (713) 861-7068 Fax: (713) 861-4131

Website: www.aaea-houston.org Email: mrueda@landtech-inc.com

#### ASSOCIATION OF BLACK CONSULTING ENGINEERS AND **ARCHITECTS**

P.O. Box 771992 Houston, Texas 77215 Phone: (713) 988-0145 Fax: (713) 988-4624 Website: www.abcea.org

Email: info@blackarchitectsandengineershouston.org

#### HOUSTON HISPANIC ARCHITECTS AND ENGINEERS

P.O. 421372 Houston, Texas 77042 Phone: (713) 426-7488 Fax: (713) 850-7308 Website: www.hhae.org Email: lindac@kirksey.com

NATIONAL ASSOCIATION OF MINORITY CONTRACTORS,

#### INC. - GREATER HOUSTON CHAPTER

3825 Dacoma St. Houston, Texas 77092 Phone: (713) 843-3791 Fax: (713) 843-3777 Website: www.namctexas.org Email: info@namctexas.org

#### NATIONAL ASSOCIATION OF WOMEN IN CONSTRUCTION-**HOUSTON CHAPTER (NAWIC)**

8354 Sorrell Dr. Houston, TX 77064 Phone: (281) 639-3841 Fax: (281) 304-1773, fax Website: www.nawic-houston.com

Email: swhitley@toneyconstruction.com

#### WOMEN CONTRACTORS ASSOCIATION

134 Vintage Park Blvd, Suite A-171 Houston, Texas 77070 Houston, Texas 77065 Phone: (713) 807-9977 Fax: (713) 807-9917

Website: www.womencontractors.org/ Email: director@womencontractors.org

### M/WBE NEWSPAPERS AND PERIODICALS

#### **AFRICAN-AMERICAN NEWS & ISSUES**

6130 Wheatley Street Houston, Texas 77091-3947 Phone: (713) 692-1100 Fax: (713) 692-1892

Website: www.aframnews.com Email: news@aframnews.com

#### **FORWARD TIMES**

P. O. Box 8346 Houston, Texas 77004 Phone: (713) 526-4727 Fax: (713) 526-3170

Website: www.forwardtimesonline.com Email: forwardtimes@forwardtimes.com

#### **HOUSTON DEFENDER (THE)**

12401 South Post Oak, #223 Houston, Texas 77045 Phone: (713) 663-6996 Fax: (713) 663-7116

Website: www.defendernetwork.com Email: ads@defendermediagroup.com

#### **HOUSTON INSIDER (THE)**

1713 Rosewood Street Houston, Texas 77004 Phone: (713) 526-0544 Fax: (713) 526-0545

Website: www.thehoustoninsider.com Email: sales@thehoustoninsider.com

#### INFORMER (THE)

9104-A Bellaire Houston, Texas 77036 Telephone: (713) 771-4363 Fax: (713) 270-8222

#### LA INFORMACIÓN

6065 Hillcroft, Suite 102 Houston, Texas 77081 Telephone: (713) 272-0100 Fax: (713) 272-0011

Website: http://www.lainformacion.us/ Email: lina.martinez@lainformacion.us

#### LA PRENSA DE HOUSTON

7100 Regency Square, Suite 217 Houston, Texas 77036 Phone: (713) 334-4959 Fax: (713) 334-4995

Website: www.prensadehouston.com Email: info@prensadehouston.com

#### LA VOZ DE HOUSTON

4747 SW Freeway Houston, Texas 77027-6901 Telephone: (713) 362-8100 Fax: (713) 362-8630 Website: http://lavoztx.com/ Email: lavoz@chron.com

### MINORITY PRINT MEDIA, LLC dba HOUSTON STYLE MAGAZINE

PO Box 14035 Houston, Texas 77221-4035 Phone: (713) 748-6300 Fax: (713) 748-6320

Website: www.stylemagazine.com Email: advertising@stylemagazine.com

#### **SOUTHERN CHINESE DAILY NEWS**

11122 Bellaire Blvd. Houston, Texas 77072 Telephone: (281) 498-4310 Fax: (281) 498-2728 Website: http://www.scdaily.com/ Email: ad@scdaily.com/

#### **VOICE OF ASIA**

8303 S. W. Freeway, Suite 325 Houston, Texas 77074 Phone: (713) 774-5140 Fax: (713) 774-5143

Website: www.voiceofasiaonline.com Email: voiceasia@aol.com

#### WORLD JOURNAL OF TEXAS, INC.

10415 Westpark, Suite A Houston, Texas 77042 Telephone: (713) 771-4363 Fax: (713) 270-8222

## 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.

- **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	

#### 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 feel 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 theretoe the undersigned proposes to furnish the products/services required pursuant to the above- referenced RFI 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 of 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 proposed 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).

3	HISD Payment Terms
4	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:  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:

#### 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.

**EXCEPTION** 

PARAGRAPH # (OR SUBSECTION #) AND PAGE	
	Company Name
	Corporate Officer's Signature
	Printed Name
	Date

**SECTION #**,

#### X. FORM F - (PURCHASE 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.

#### 3.3.1.1 Student Laptop End User Device (Enterprise Class)

3.3.1.1 Student Laptop E	nd User Device
Processor	Intel® Core™i5-3337U
Memory + open slots	4 GB
Hard Drive	Minimum 180GB SSD
	10/100/1000 Gigabit Ethernet network interface adapter
	Intel® Dual Band 802.11 a/b/g/n
Communications	Bluetooth
	USB 3.0
	Docking connector, VGA, AC power, DisplayPort, HD Webcam
	Headphone/speaker out, Microphone
	External battery support
I/O Ports	RJ-45 (Ethernet LAN)
	Internal English Keyboard
Keyboard and Mouse	Touchpad
Display	Minimum 14" supporting at least 1366 x 768
	High Definition Audio Codec
Audio	Integrated Microphone
Battery	Battery must support 8 continuous hours runtime; 3 year warranty
Operating System	HISD will leverage Microsoft EES agreement
Image/HISD	HISD Standard Load
	On-site Setup and Delivery
	Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts and
Service and Support	Labor

3.3.1.1 Student Laptop End User Device				Cost			3 Year Accident Insurance*		4 Year Warranty & Accident Insurance**	
Mfg Model or P/N	Product Description	Qty	List Price (3 Year Warranty Included)	% Discount	Proposed Price (3 Year Warranty Included)	Per Unit	Extended Cost	Per Unit	Extended Cost	
		1								
		1000								
		5000								
		10000								
		25000								
* include accident insurance plus cost per unit										
** include 4 year warranty & accident insurance plus cost per unit										
Provide details of coverage for warranty & accident insurance.										

#### 3.3.1.2 Student Touch/Convertible End User Device (Enterprise Class)

Processor	Intel® Core™i5-3437U				
Memory + open slots	4 GB				
Hard Drive	Minimum 180GB SSD				
	10/100/1000 Gigabit Ethernet network interface adapter				
	Intel® Dual Band 802.11 a/b/g/n				
Communications	Bluetooth				
	USB 3.0				
	Docking connector, VGA, AC power, DisplayPort, HD Webcam				
	Headphone/speaker out, Microphone				
	External battery support				
I/O Ports	RJ-45 (Ethernet LAN)				
	Internal English Keyboard				
Keyboard and Mouse	Touchpad				
Display	Touch screen minimum 11-13" supporting at least 1366 x 768				
	High Definition Audio Codec				
Audio	Integrated Microphone				
Battery	Battery must support 8 continuous hours runtime; 3 year warranty				
Operating System	HISD will leverage Microsoft EES agreement				
Image/HISD	HISD Standard Load				
	On-site Setup and Delivery				
Service and Support	Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts and Labor				

3.3.1.2 Student Touch/Convertible End User Device				Cost			3 Year Accident Insurance*		4 Year Warranty & Accident Insurance**	
Mfg Model or P/N	Product Description	Qty	List Price (3 Year Warranty Included)	% Discount	Proposed Price (3 Year Warranty Included)	Per Unit	Extended Cost	Per Unit	Extended Cost	
		1								
		1000								
		5000								
		10000								
		25000								
* include accident insurance plus cost per unit										
** include 4 year warranty & accident insurance plus cost per unit										
Provide details of	of coverage for warranty & accident ins	surance.								

#### 3.3.1.3 Student Pad End User Device Purchase

3.3.1.3 Student Pad En	3.3.1.3 Student Pad End User Device Purchase					
Storage	Minimum 64GB					
	802.11 a/b/g/n WiFi Adapter					
Communications	Bluetooth					
	External keyboard capable					
I/O Ports	USB / Memory card support					
Display	8.0" - 10" touch screen supporting at least 1024 x 768; HD Webcam					
	High Definition Audio					
Audio	Integrated Microphone					
Battery	Battery must support 8 continuous hours runtime; 3 year warranty					
Image/HISD	HISD Standard Load					
	On-site Setup and Delivery					
Service and Support	Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts and Labor					

3.3.1.3 Student Pad End User Device			Cost			3 Year Accident Insurance*		4 Year Warranty & Accident Insurance**	
Mfg Model or P/N	Product Description	Qty	List Price (3 Year Warranty Included)	% Discount	Proposed Price (3 Year Warranty Included)	Per Unit	Extended Cost	Per Unit	Extended Cost
		1							
		1000							
		5000							
		10000							
		25000							
* include accide	* include accident insurance plus cost per unit								
** include 4 year warranty & accident insurance plus cost per unit									
Provide details	Provide details of coverage for warranty & accident insurance.								

#### 3.3.2 Standard Laptop End User Device (Enterprise Class)

3.3.2 Standard Laptop End	User Device (Teacher/School Administrator)					
Processor	Intel® Core™ i5-4200U Processor,					
Memory + open slots	4 GB 1600 MHz DDR3 SDRAM (1D) + 1 Open Slots					
Hard Drive	180GB SSD					
Video Graphics	Intel® HD Graphics 4400					
·	10/100/1000 Gigabit Ethernet network interface adapter					
	Intel® Dual Band 802.11 a/b/g/n					
Communications	Integrated Bluetooth® 4.0 Wireless Technology					
I/O Ports	USB 3.0. Memory card reader					
	Docking connector, VGA, AC power, DisplayPort, HD Webcam					
I/O Ports	Headphone/speaker out, Microphone					
Keyboard and Mouse	RJ-45 (Ethernet LAN)					
	Internal English Keyboard					
Keyboard and Mouse	Touchpad					
Display	14.0-inch diagonal LED-backlit HD anti-glare (1366 x 768)					
Audio	High Definition Audio Codec					
	Dual speakers					
Audio	Integrated Microphone					
Battery Operating System	Battery must support 8 continuous hours runtime; 3 year warranty					
opolating cyclem	HISD will leverage Microsoft EES agreement					
Image/HISD	HISD Standard Load					
Service and Support	On-site Setup and Delivery					
Service and Support	Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts and Labor					
Processor	Intel® Core™ i5-4200U Processor,					

3.3.2 Standard Laptop End User Device			Cost			3 Year Accident Insurance*		4 Year Warranty & Accident Insurance**	
Mfg Model or P/N	Product Description	Qty	List Price (3 Year Warranty Included)	% Discount	Proposed Price (3 Year Warranty Included)	Per Unit	Extended Cost	Per Unit	Extended Cost
		1							
		1000							
		5000							
		10000							
		25000							
* include accide	* include accident insurance plus cost per unit								
** include 4 year warranty & accident insurance plus cost per unit									
Provide details	of coverage for warranty & accident ins	surance.							

#### 3.3.3 Advanced Laptop End User Device (Enterprise Class)

3.3.3 Advanced Laptop I	3.3.3 Advanced Laptop End User Device (School Administrator/Business User)					
Processor	Intel® Core™ i5-4200U Processor					
Memory + open slots	4 GB 1600 MHz DDR3 SDRAM (1D) + 1 Open Slots					
Hard Drive	180GB SSD					
Video-Graphics	Intel® HD Graphics 4400					
	10/100/1000 Gigabit Ethernet network interface adapter					
	Intel® Dual Band 802.11 a/b/g/n					
Communications	Integrated Bluetooth® 4.0 Wireless Technology					
	USB 3.0. Memory card reader					
	Docking connector, VGA, AC power, DisplayPort, HD Webcam					
	Headphone/speaker out, Microphone					
I/O Ports	RJ-45 (Ethernet LAN)					
	Internal English Keyboard					
Keyboard and Mouse	Touchpad					
Display	15.6-inch diagonal LED-backlit HD anti-glare (1366 x 768)					
	High Definition Audio Codec					
	Dual speakers					
	Integrated Microphone					
Audio	Battery must support 8 continuous hours runtime; 3 year warranty					
Operating System	HISD will leverage Microsoft EES agreement					
Image/HISD	HISD Standard Load					
	On-site Setup and Delivery					
Service and Support	Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts and Labor					

3.3.3 Advanced Laptop User Device			Cost			3 Year Accident Insurance*		4 Year Warranty & Accident Insurance**	
Mfg Model or P/N	Product Description	Qty	List Price (3 Year Warranty Included)	% Discount	Proposed Price (3 Year Warranty Included)	Per Unit	Extended Cost	Per Unit	Extended Cost
		1							
		1000							
		5000							
		10000							
		25000							
* include accident insurance plus cost per unit									
** include 4 year warranty & accident insurance plus cost per unit									
Provide details of coverage for warranty & accident insurance.									

#### 3.3.4 Standard Desktop End User Device (Enterprise Class)

3.3.4 Standard Desktop	3.3.4 Standard Desktop End User Device (Campus User/Business User)						
Processor	Intel Core i5-4570 Processor						
Energy Star	Energy Star 5 Compliant						
Memory + open slots	4GB DDR3-1600 DIMM (1x4GB) RAM						
Hard Drive	500GB 7200 RPM 3.5						
Optical Drive	DVD Writer						
Video-Graphics	Integrated Intel HD Graphics 2500						
Communications	10/100/1000 Gigabit Ethernet						
	10 USB 3.0/2.0 Ports (6 Rear & 4 Front) RJ-45 network interface						
	DisplayPort and VGA video interfaces						
I/O Ports	3.5mm audio in/out jacks, headphone output, and a microphone jack						
Display	17-inch Flat Panel LCD Monitor; DVI-D; VGA; 1024 x 768						
Keyboard and Mouse	USB Standard Keyboard and USB 2-Button Laser Mouse						
Operating System	HISD will leverage Microsoft EES agreement						
Image/HISD	HISD Standard Load						
	Custom On-site Setup and Delivery						
Service and Support	Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts and Labor						

3.3.4 Standard Desktop End User Device			Cost			4 Year Warranty*	
Mfg Model or P/N	Product Description	Qty	List Price (3 Year Warranty Included)	% Discount	Proposed Price (3 Year Warranty Included)	Per Unit	Extended Cost
	<u>.</u>	1					
		1000					
		5000					
		10000					
		25000					
* include 4 year warranty							
Provide details	of coverage for warranty						

#### 3.3.5 Advanced Desktop End User Device (Enterprise Class)

3.3.5 Advanced Desktop End User I	Device (School Administrator/Business User)
Processor	Intel Core i5-4570
Energy Star	ENERGY STAR 5.0 Compliant
Memory + open slots	4GB DDR3-1600 DIMM (1x4GB) RAM
	500GB 7200 RPM 3.5 1st Hard Drive
Hard Drive	1 TB 7200 RPM 3.5 2nd Hard Drive
Optical Drive	DVD Writer
Video-Graphics	Discreet Video Adapter with 512MB dedicated memory (NVIDIA NVS 310 512MB PCle x16 1st (2x DP, Adapters Included ))
Communications	10/100/1000 Gigabit Ethernet
	10 USB 3.0/2.0 Ports (6 Rear & 4 Front)
	RJ-45 network interface
	Media Card Reader
	DisplayPort and VGA video interfaces
	3.5mm audio in/out jacks, headphone output, and a microphone jack
I/O Ports	1 TV out (optional )
Display	17-inch Flat Panel LCD Monitor; DVI-D; VGA; 1024 x 768
Keyboard and Mouse	USB Standard Keyboard and USB 2-Button Laser Mouse
Operating System	HISD will leverage Microsoft EES agreement
Image/HISD	HISD Standard Load
	Custom On-site Setup and Delivery
Service and Support	Protected by a Three Year 3-3-3 (Labor, Parts, On-Site) Standard Parts and Labor

3.3.5 Advanced Desktop End User Device				Cost		4 Year Warranty*	
Mfg Model or P/N	Product Description	Qty	List Price (3 Year Warranty Included)	% Discount	Proposed Price (3 Year Warranty Included)	Per Unit	Extended Cost
		1					
		1000					
		5000					
		10000					
	·	25000					
* include 4 year warranty cost per unit							
Provide detail	s of coverage for warranty						

#### 3.3.6 OPTIONS AND ACCESSORIES

3.3.6 Options and Accessories Purchase (additional accessories may be proposed) Hardware							
Docking Station Standard Docking Station							
Monitor	Minimum 24" Flat Panel LCD Monitor (1280 x 1024) EPEAT Silver Compliant, or better. DVI-D; VGA; DisplayPort optional						

3.3.6.1 Optio	3.3.6.1 Options and Accessories (Hardware)		Cost		3 Year Accident Insurance*		4 Year Warranty & Accident Insurance**		
Mfg Model or P/N	Product Description	Qty	List Price (3 Year Warranty Included)	% Discount	Proposed Price (3 Year Warranty Included)	Per Unit	Extended Cost	Per Unit	Extended Cost
	Docking Station	1							
		1000							
		5000							
		10000							
		25000							
* include accident insurance plus cost per unit							_		
** include 4 year warranty & accident insurance plus cost per unit									

3.3.6.2 Options and Accessories (Hardware)			Cost			3 Year Accident Insurance*		4 Year Warranty & Accident Insurance**	
Mfg Model or P/N	Product Description	Qty	List Price (3 Year Warranty Included)	% Discount	Proposed Price (3 Year Warranty Included)	Per Unit	Extended Cost	Per Unit	Extended Cost
	24" Flat Panel LCD Monitor	1							
		1000							
		5000							
		10000							
		25000							
* include accident insurance plus cost per unit									
** include 4 year warranty & accident insurance plus cost per unit									

#### 3.3.7 SOFTWARE

3.3.7 Software License	e (HISD Standard Load)
CTC-F-STCN-48	Absolute Computrace

3.3.7.3 Software/Absolute Computrace			Cost		
Mfg Model or P/N	Product Description	Qty	List Price	% Discount	Proposed Price
CTC-F-STCN-48	Absolute Computrace	1			
CTC-F-STCN-48	Absolute Computrace	1000			
CTC-F-STCN-48	Absolute Computrace	5000			
CTC-F-STCN-48	Absolute Computrace	10000			
CTC-F-STCN-48	Absolute Computrace	25000			

#### 3.3.8 SERVICES

3.3.8.1 Services/Imaging			Cost				
Mfg Model or P/N	Product Description	Qty	List Price	% Discount	Proposed Price		
	Imaging Services	1					
		1000					
		5000					
		10000					
		25000					

3.3.8.1.a Services/ Product Delivery & Installation					
Mfg Model or P/N	Product Description	Qty	List Price % Discount Proposed F		
	Product Delivery & installation	1			
		1000			
		5000			
		10000			
		25000			

3.3.8.2 Services/Asset Tagging			Cost		
Mfg Model or P/N	Product Description	Qty	List Price	% Discount	Proposed Price
	Asset Tagging	1			
		1000			
		5000			
		10000			
		25000			

3.3.8.3 Services/Engraving-Etching			Cost		
Mfg Model or P/N	Product Description	Qty	List Price	% Discount	Proposed Price
	Engraving/Etching*	1			
		1000			
		5000			
		10000			
		25000			
* EXAMPLE: "Prope	rty of HISD"				

3.3.8.4 Services/Annual Re-Image			Cost		
Mfg Model or P/N	Product Description	Qty	List Price	% Discount	Proposed Price
	Annual cost per machine to reimage up to 50,000 devices in a two (2) month time period (See Services/Imaging/4.)*	1			
		1000			
		5000			
		10000			
		25000			
		50000			

<sup>\*</sup> includes device pickup from campuses & inventory; sanitize & re-image; & redeployment to campuses; (See Section 3.2Specific Conditions/Services/Imaging/4.)

#### X. FORM – F-2 (LEASE PRICE SCHEDULE)

Proposer is asked to submit pricing as identified in Section IV. A hard copy of Form F-2 Purchase must be submitted under Tab 7 in the proposal.

#### 3.5.1 Student Laptop End User Devices (Enterprise Class)

3.5.1.1 Student Laptop E	nd User Device
Processor	Intel® Core™i5-3337U
Memory + open slots	4 GB
Hard Drive	Minimum 180GB SSD
	10/100/1000 Gigabit Ethernet network interface adapter
	Intel® Dual Band 802.11 a/b/g/n
Communications	Bluetooth
	USB 3.0
	Docking connector, VGA, AC power, DisplayPort, HD Webcam
	Headphone/speaker out, Microphone
	External battery support
I/O Ports	RJ-45 (Ethernet LAN)
	Internal English Keyboard
Keyboard and Mouse	Touchpad
Display	Minimum 14" supporting at least 1366 x 768
	High Definition Audio Codec
Audio	Integrated Microphone
Battery	Battery must support 8 continuous hours runtime; 4 year warranty
Operating System	HISD will leverage Microsoft EES agreement
Image/HISD	HISD Standard Load
	On-site Setup and Delivery
Service and Support	Protected by a Four Year (Labor, Parts, On-Site) Standard Parts and Labor

				_ease Cost		Buy-Out
Mfg Model or P/N	Product Description (4 Year Warranty & Accident Insurance* included)	Qty	Lease Rate Factor	Annual Cost	Total 4 Year Cost	@ 4 Years**
		1				N/A
		1000				N/A
		5000				N/A
		10000				N/A
		25000				N/A
		50000				N/A

<sup>\*</sup>HISD is not considering a buy-out at the end of the lease.

#### 3.5.1.2 Student Touch/Convertible End User Device (Enterprise Class)

Processor	Intel® Core™i5-3437U
Memory + open slots	4 GB
Hard Drive	Minimum 180GB SSD
Communications	10/100/1000 Gigabit Ethernet network interface adapter
	Intel® Dual Band 802.11 a/b/g/n
	Bluetooth
I/O Ports	USB 3.0
	Docking connector, VGA, AC power, DisplayPort, HD Webcam
	Headphone/speaker out, Microphone
	External battery support
	RJ-45 (Ethernet LAN)
Keyboard and Mouse	Internal English Keyboard
•	Touchpad
Display	Touch screen minimum 11-13" supporting at least 1366 x 768
Audio	High Definition Audio Codec
	Integrated Microphone
Battery	Battery must support 8 continuous hours runtime; 4 year warranty
Operating System	HISD will leverage Microsoft EES agreement
Image/HISD	HISD Standard Load
	On-site Setup and Delivery
Service and Support	Protected by a Four Year (Labor, Parts, On-Site) Standard Parts and Labor

				Lease Cost		Buy-Out
Mfg Model or P/N	Product Description (4 Year Warranty & Accident Insurance* included)	Qty	Lease Rate Factor	Annual Cost	Total 4 Year Cost	@ 4 Years**
		1				N/A
		1000				N/A
		5000				N/A
		10000				N/A
		25000				N/A
		50000				N/A

<sup>\*</sup> HISD is not considering a buy-out at the end of the lease.

#### 3.5.1.4 ONSITE SERVICES AND DELIVERY

3.5.1.4a Services/Imaging				Cost	
Mfg Model or P/N	Product Description	Qty	List Price	% Discount	Proposed Price
	Imaging Services	1			
		1000			
		5000			
		10000			
		25000			
		50000			

3.5.1.4b Services/ Installation and Delivery				Cost	
Mfg Model or P/N	Product Description	Qty	List Price	% Discount	Proposed Price
	Product Delivery & Installation	1			
		1000			
		5000			
		10000			
		25000			

3.5.1.4c Services/Asset Tagging				Cost	
Mfg Model or P/N	Product Description	Qty	List Price	% Discount	Proposed Price
	Asset Tagging	1			
		1000			
		5000			
		10000			
		25000		-	

3.5.1.4e Services/Annual Re-Image			Cost		
Mfg Model or P/N	Product Description	Qty	List Price	% Discount	Proposed Price
	Annual cost per machine to reimage up to 50,000 devices				
	in a two (2) month time period (See Services/Imaging/4.)	1			
		1000			
		5000			
		10000			
		25000			
		50000			

#### XI. FORM G - SUPPLIER RELATIONS - CHE (LOCAL) QUESTIONAIRE:

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
Rusiness Street Address		
City:	State:	Zip Code
	ubsidiaries, or other r	name under which they are currently conducting or have
Parent Company		
Subsidiaries		Subsidiaries
Other Names		Other Names
Number of Full Time Employe	es:	Part Time Employees:

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:

Name	Title

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):

Names	Names

Ethnic group of the majority owners (to identify minority businesses)	
	is authorized to 'act with' or 'act on your behalf', such bbyist, confidants, etc., whether compensated or not
Names	Names
	cate required to conduct business within the State of any governing federal, state, and local statutes,
License Number and Type	License Number and Type

Financial and business references, ir	ncluding bank with	n which the compa	any conducts business:
Name of Bank:			
Bank Officer	Of	ficers Telephone	Number
Other Banking/finance Institutions:			
Finance Institution Nam	ne	Fina	nce Institution Name
Name of insurance companies and b	onding company	(if applicable)	
Insurance Companies	S	İr	nsurance Companies
Danding Campany			Danding Campany
Bonding Company			Bonding Company
Identification of any past, pending, principal shareholders or stockholder			
principal strateficities of stockholder	o, omooro, agona	s, saicopeopie or	simple yees.
Style of Litigation	Type of I	₋itigation	Current Status

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 be best of my				
knowledge.  CORPORATE OFF	ICER'S SIGNATURE	_		
PRINTED	) NAME			
TITLE				

insert additional sections to	n questionnaires or contra	CUOTIIS.	