



REQUEST FOR PROPOSALS

RFP # 15-09-24

*For a Job Order Contract Universal Price Book and
Technical Specifications*

The Houston Independent School District (“HISD” and/or the “District”) is soliciting proposals for a **Job Order Contract (JOC) Unit Price Book and Technical Specifications with Related Support** compatible for maintenance, repair, alterations, renovation, remediation, or minor construction as more fully set out in the Scope of Work and Specific Conditions and Specifications sections of this Request for Proposals (“RFP”). An original of the proposal, one printed copy of the proposal, and one (1) saved copy of the proposal on a flash drive preferably in searchable format must be submitted in accordance with the instructions set out herein to:

Houston Independent School District
Board Services - Room 1C03
Attn: Wm. Earl Finley, C.P.M., A.P.P.
RFP / Job Order Contract (JOC) Universal Price Book (UPB) and Technical Specifications
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 copy of the original must be labeled “COPY.”

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

Proposals will be received at the above address until 2:00pm Central Standard Time 10/27/2015. A pre-proposal conference will be held in conjunction with the RFP at 10:00am Central Standard Time 10/13/2015 at 1417 Houston Ave. Houston, Texas 77007. Submitting proposals prior to the pre-proposal conference is not recommended, and such proposals may be rejected by HISD. A more detailed timeline is set out in the Instructions, Submission Requirements and Procedures section of the RFP. Proposals will be reviewed as received in a manner that avoids disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP. Proposals received after the Proposal due date and time will not be considered

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

The District will award this RFP to one supplier 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.

Richard Gay

10/1/2015

Richard Gay, CPPO, Officer of Procurement Services

Date

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I. INSTRUCTIONS, SUBMISSION REQUIREMENTS AND PROCEDURES

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

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

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

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

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

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

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

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

1.1.4 The designated project manager during the proposal process shall be **Wm. Earl Finley, C.P.M., A.P.P.** ("Project Manager"), Procurement Services, 4400 West 18th Street, Houston, Texas 77092, wfinley@houstonisd.org. **All communications pertaining to the RFP shall be addressed in writing to the Project Manager, as indicated in the next paragraph.**

1.1.5 **Questions concerning the RFP will be answered only if sent to the Procurement Services Department, in writing via email to wfinley@houstonisd.org on or before 12:00 p.m. Central Standard Time 10/15/2015.** During the pre-proposal conference, responses to written questions submitted prior to the pre-proposal conference will be read at the pre-proposal conference if time allows them to be answered in time for the pre-bid 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 HISD encourages minority and women owned businesses to participate in HISD business and submit proposals based upon their capacity to perform and be successful.

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
8. Provide a letter from your insurance provider that your firm can provide the levels of insurance required in this bid.

- **Tab 3 – Profile of the Proposer**

- a. Indicate the key people in your organization assigned with a hierarchy chart to provide these goods and services to the District and their level of experience and qualifications and the percentage of their time that will be dedicated to this project.
- b. Provide a list of the Proposer's current top ten clients and discuss services your organization has provided and/or performed for each client.

- **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/Specification Section stated in the RFP. Respond to each item listed.

- **Tab 5 – Questionnaire Response —**

Respond to the questions and/or questionnaires included in the RFP.

- **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 you wish to have considered. Include a hard copy of Form F (Price Schedule) in this section, if applicable.

- **Tab 8 – Addenda**

Insert all addenda under this section.

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

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

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

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

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

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

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

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

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

1.6 FINANCIAL INFORMATION: Proposer(s) must submit audited financial statements for the last two years. 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, is required for Proposer(s) bid to be considered.

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	10/5/2015
Pre-Proposal Conference	10/13/2015 at 1417 Houston Ave. Houston, Texas 77007
Last date for questions:	10/15//2015 at 5pm CST
RFP Due	10/27/2015 2:00p.m.
Evaluation Period	10/28/2015 to 11/20/2015
Selected Proposal(s) Approved	12/10/2015

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

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

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

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

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), unless otherwise expressly agreed to by the parties in a final negotiated written agreement.

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 expressly agreed to by the parties in a final negotiated written agreement. 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 (1) year from the effective date of the Agreement with an exclusive option by the District to renew for an additional four (4) 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, and any projects initiated prior to the end of the Agreement or prior to the end of the ninety day transition period the Agreement prices, terms and conditions are to remain in force.

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

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

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

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

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

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

The district may terminate this contract if the district determines that the person or business entity failed to give notice 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-VII or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Accord Form) to HISD indicating compliance with this paragraph.

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

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

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

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

2.17 RELATIONSHIP OF THE PARTIES: It is understood and agreed that the Supplier is a separate legal entity from HISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes

to be employees or agents of HISD. The Supplier assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

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

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

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

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

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

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

To: Houston Independent School District
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 entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded Agreement. In the event HISD allows another governmental entity to join the Agreement, it is expressly understood that HISD shall in no way be liable for the obligations of the joining governmental entity.

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

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

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

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

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

2.34 HAZARDOUS MATERIALS: In the performance of the Supplier's services, the Supplier shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Supplier shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Supplier's activities.

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

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

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

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

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

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

III. SCOPE OF WORK AND SPECIFIC CONDITIONS

3.1 SCOPE OF WORK:

At a minimum, the scope of services required by the successful firm shall consist of the following: Houston ISD is seeking proposals from qualified firms to provide a **Job Order Contract (JOC) Unit Price Book and Technical Specifications with Related Support** to be utilized in conjunction with Job Order Contract(s) to be publically procured at a later date. The Unit Price Book and Technical Support will enable HISD to solicit Job Order Contractors and issue Job Orders to be performed throughout HISD for maintenance, repair, alterations, renovation, remediation, and minor construction of public buildings and facilities, as permitted under Texas law.

HISD, as the largest school district in Texas, expects best pricing for the level of volume anticipated under its Job Order Contracting program. Under this RFP, the District intends to recommend the single firm under determined to provide the “best value“ by the HISD evaluation committee, utilizing the evaluation criteria listed in section 3.5.

3.2 SPECIFIC CONDITIONS:

The awarded firm shall provide the following:

A. Unit Price Book and Technical Specifications with Related Support consisting of:

(1) One Draft Job Order Contract (hereafter “JOC”) Unit Price Book (hereafter “UPB”). The UPB shall consist of a set of predetermined line-item unit price costs for construction materials, labor, equipment rentals and general conditions necessary to carry out repair, alteration, renovation and construction tasks that are commonly encountered in the K-12 facilities industry for all trades. The UPB shall be organized under the 2015 or most current Construction Specifications Institute (hereafter “CSI”) Master Format numbering system available. The UPB shall contain pricing specific to the Houston, Texas geographic area and shall be 2015 task pricing or most current available. The draft UPB is due within 30 days of contract award. The District will review the draft and provide comments for changes and revisions to the Contractor within 30 days from receipt of the draft.

(2) One Final JOC UPB in CSI Master Format numbering system in 2015 or most current numbering system and format. The final book is due within 30 days of receipt of comments from the HISD review of the draft book. This book may be reproduced by the District for its own use. A minimum of five (5) printed copies of the book shall be provided.

(3) One Draft of Technical Specifications in Master Format 2015 or the most current numbering system and format available for review. The specifications shall be consistent with building practices and local building codes, and with [HISD Design Guidelines](#) for each installation. The Technical Specifications shall include all categories of work commonly encountered in the industry for all trades and be consistent with HISD Design Guidelines. The HISD Design Guidelines have been developed over time by HISD. The draft is due within 30 days of contract award. The District will review the draft and provide comments for changes and revisions to the awarded firm within 30 days from receipt of the draft

(4) One Final Technical Specifications in Master Format 2015 or most current numbering system and format. The final book is due within 30 days of receipt of comments from the District review of the draft book. This book may be reproduced by the District for its own use. A minimum of 5 printed copies of the book shall be provided.

(5) Customization and/or update of all documents consisting of:

(a) Utilization (or proof of incorporation) of current applicable Davis-Bacon or HISD

prevailing wage rates and key material and equipment indicators in the development of the unit prices.

- (b) A methodology and plan for updates, additions and changes to the UPB or Technical Specifications as requested for the basic year as well as any renewal period/years.
- (c) Making specific additions and changes to the Technical Specifications as requested for the basic year as well as the option time period/years.

(6) The awarded firm shall also provide both the draft and final versions of the UPB and the Technical Specifications in electronic format. The file format must be PDF, indexed and searchable created using tools that are compatible with the Microsoft Office standard desktop tools or Adobe Acrobat Reader without the need for conversion. The supplier must provide the files on a flash drive. A minimum of five (5) flash drives must be provided.

B. Online Software Package consisting of:

(1) One initial or base online access license subscription which includes complete access to the JOC estimating program for JOC proposal preparation using web-based access. Products shall be compatible with Windows 7 with service pack 1 operating systems and Windows Explorer version 9.0 or higher. Access to the software package will allow the user to receive and review proposals from the JOC contractor and create an estimate.

(2) Four (4) additional initial or base online access license subscriptions. This will allow up to five users at HISD to have access at any one time. Each of these users will have access under their own name but only five users at HISD will be allowed access at any one time.

(3) Access to the online subscription must be provided to the District upon delivery of the final version of the task book and technical specifications.

(4) Customer/Technical Support, including online and by telephone, for the life of the contract. The hours of Customer/Technical Support shall be the hours of 6:00 a.m. and 6:00 p.m., Central Time Zone, Monday through Friday.

(5) Training Support – Initial training (for 35 staff members for six weeks) provided upon award, training of new personnel, and training as may be needed, especially with any updates as they may occur for the life of the contract.

C. Additional Support consisting of:

(1) The Support Period. The awarded firm shall provide support for the life of the contract.

(2) Annual updates. The awarded firm shall conduct necessary market research and update prices for all line items included in the UPB. The Vendor shall also update Technical Specifications based on current practices at the specific installations. The updated UPB and Technical Specification shall be provided by the end of each contract year and option year to HISD.

(3) UPB Changes. HISD may request additions, deletions or changes in the UPB as deemed necessary, which, if available, shall be provided by the publisher. The awarded firm shall provide any updated data to HISD electronically within 30 days of the available update.

(4) Specification Changes. HISD may request additions, deletions or changes to the Technical

Specifications as deemed necessary, which, if available, shall be provided by the publisher. The awarded firm shall provide any updated Technical Specifications to HISD within 30 days of the available update.

(5) Software Program Changes. The HISD may request modifications to the software program to facilitate a changed situation during the execution of the contract. These changes may include items such as new report formats, file formats or modification to the user interface. Changes requested by HISD shall be included in an annual update to the program, provided by the end of each contract year and option year to HISD.

D. Any additional or value-added services that Proposer offers (i.e., cost estimating, scope review, procurement support, review of Job Order proposals/quotes, reconciliation and auditing) that Proposer wishes to submit for HISD's consideration should be included in the Proposal, along with all proposed price(s) or pricing methodology for such services for both the base period (Year 1) and for the renewal option terms.

3.3 SPECIFICATIONS:

The Technical Specifications shall include all categories of work commonly encountered in the industry for all trades and be consistent with HISD Design Guidelines.

HISD Design Guidelines are posted on line at: <http://www.houstonisd.org/Page/73434>

3.4 COST:

Prices for the goods and services sought in this RFP are to remain firm/fixed for the term of the contract. Prices are to be provided on Form F and inserted in Tab 7.

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.

Criteria #	Criteria Description	Weighted Value
1	the purchase base price a) total base period price (Year 1)	45%
2	the reputation of the Proposer and of the Proposer's goods or services a) references	20%
3	the quality of the Proposer's goods or services b) quality of submittal c) questionnaire	5%
4	the extent to which the goods or services meet the District's needs	5%
5	the Proposer's past relationship with the District	1%
6	the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses	10%
7	the total long-term cost to the District to acquire the Proposer's goods or services a) cost of renewal option terms and support	9%
8	for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0%
9	any other relevant factor specifically listed in the request for bids or proposals. a) Any additional services with pricing for those additional services listed or requested in the proposal	5%

3.6 QUESTIONNAIRE: Please provide responses to the following in **Tab 5** of the proposal:

1. Has Proposer been declared in default of any contract in the last 10 years?
2. Within the past three (3) years, has Proposer filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
3. Describe the Proposer's experience as a service provider to public school systems they have as clients. What are some key lessons learned?
4. Provide the Proposer's approach to quality control, record keeping and regulatory compliance.
5. Describe how the Proposer monitors service levels to ensure system pricing for tasks remains current and updates are communicated timely to the client (HISD).
6. Discuss a recent implementation that the Proposer has completed in another public school district or governmental entity that that went well and what were the top three reasons it went well.
7. How does your firm validate all updates have occurred in the web-based system. Are all updates shared to user so user may also confirm.
8. Does your web-based system have real time on line support during Monday through Friday working hours stated in the bid or does the end user have to call in and speak to someone by phone?
9. Discuss an implementation that had problems. What were the top three issues that led to implementation problems?
10. In an emergency, who may we contact? Hurricanes are a concern on the Texas Gulf Coast. Getting schools up and running is top priority. Discuss any emergency response programs you have in place to help provide support to the client in the event of emergency and disaster recovery.

IV. PRICING SHEETS INCLUDING ELECTRONIC SUBMITTAL REQUIREMENTS.

4.0 Pricing Sheets

4.0.1 Fill Out and Submit Form F in Tab 7.

4.1 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.

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

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

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

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

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

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

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

V. FORM A - COMPANY INFORMATION:

Notice

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

STATE OF _____

§
§
§

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

COUNTY OF _____

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

_____ [FULL NAME]

(HEREAFTER "AFFIANT"), _____ [STATE

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

STATED AS FOLLOWS:

1. AFFIANT IS AUTHORIZED TO GIVE THIS AFFIDAVIT AND HAS PERSONAL KNOWLEDGE OF THE FACTS AND MATTERS HEREIN STATED;

2. PROPOSER(S) SEEKS TO DO BUSINESS WITH THE DISTRICT IN CONNECTION WITH _____
 _____ [DESCRIBE PROJECT OR MATTER] WHICH IS EXPECTED TO BE IN THE
 AMOUNT THAT EXCEEDS \$10,000.

3. THE FOLLOWING INFORMATION IS SUBMITTED IN CONNECTION WITH THE PROPOSAL, SUBMISSION OR BID OF PROPOSER IN CONNECTION WITH THE ABOVE DESCRIBED PROJECT OR MATTER.

5.1 SUBSECTION I - COMPANY INFORMATION:

COMPANY NAME _____

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER _____

HOME OFFICE _____ LOCAL OFFICE _____

ADDRESS _____

CITY _____

STATE _____ ZIP _____

TELEPHONE _____ FAX _____ TELEPHONE _____ FAX _____

CONTACT PERSON'S NAME _____

CONTACT PERSON'S TELEPHONE NUMBER _____ FAX NUMBER _____

CONTACT PERSON'S E-MAIL ADDRESS _____

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

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

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

4. ARE YOUR TAX PAYMENTS TO HISD CURRENT? _____

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

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HOUSTON INDEPENDENT SCHOOL DISTRICT

YES NO

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

7. IF CORPORATION, ANSWER THE FOLLOWING QUESTIONS:

DATE OF INCORPORATION _____

STATE OF INCORPORATION _____

CHARTER NUMBER _____

PRESIDENT _____

VICE PRESIDENT _____

CORPORATE SECRETARY _____

TREASURER _____

8. IF PARTNERSHIP OR CORPORATION , DATE OF ORGANIZATION CREATION _____

9. IF SOLE PROPRIETOR, NUMBER OF YEARS IN BUSINESS _____

10. NUMBER OF YEARS DOING BUSINESS WITH HISD _____

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

12. IF YES, PLEASE LIST NAMES OF SCHOOL DISTRICTS _____

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

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

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

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

17. MINORITY OWNERSHIP:

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

PERCENTAGE OF OWNERSHIP THAT IS MINORITY OR WOMAN OWNED _____

MARK ALL THAT ARE APPROPRIATE:

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

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

MARK ALL ORGANIZATIONS THAT HAVE ISSUED YOUR MINORITY STATUS:

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

18. CHECK ONE OF THE FOLLOWING:

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

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

20. EQUAL OPPORTUNITY EMPLOYER INFORMATION

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

CURRENT TOTAL NUMBER OF EMPLOYEES _____ NUMBER OF MALES _____ NUMBER OF FEMALES _____

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

NUMBER OF ANGLO _____ NUMBER OF AFRICAN AMERICAN _____

NUMBER OF HISPANIC _____ NUMBER OF OTHER MINORITIES _____
MEXICAN-AMERICAN / SPANISH SURNAMES

DO YOU ADVERTISE AS AN "EQUAL OPPORTUNITY EMPLOYER"? YES NO

DO YOU HAVE A WRITTEN NON-DISCRIMINATORY POLICY OF EMPLOYMENT? YES NO

HAS THIS POLICY BEEN CIRCULATED THROUGHOUT YOUR ORGANIZATION? YES NO

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

NAME _____ TITLE _____

21. LIST YOUR BANKING REFERENCE:

BANK NAME _____ OFFICER'S NAME _____

BANK ADDRESS _____ CITY STATE ZIP _____

OFFICER'S TELEPHONE NUMBER _____ OFFICER'S FAX NUMBER _____

22. NUMBER OF EMPLOYEES WORKING IN LOCAL OFFICE _____

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

CORPORATE OFFICER'S SIGNATURE

PRINTED NAME

TITLE

5.2 SUBSECTION II - CERTIFICATION AND DISCLOSURE STATEMENT:

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

If an individually owned Company:

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

If a Corporation, Partnership, Limited Partnership, etc:

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

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

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

If Yes, give details:

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

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

CORPORATE OFFICER'S SIGNATURE

PRINTED NAME

TITLE

5.3 SUBSECTION III - FREE OF INDEBTEDNESS STATEMENT:

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

Yes No

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

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

CORPORATE OFFICER'S SIGNATURE

PRINTED NAME

TITLE

5.4 SUBSECTION IV - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

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

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

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

CORPORATE OFFICER'S SIGNATURE

PRINTED NAME

TITLE

5.5 SUBSECTION V - STATEMENT OF NON-COLLUSION:

The undersigned Proposer does hereby certify:

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

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

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

CORPORATE OFFICER'S SIGNATURE

PRINTED NAME

TITLE

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		FORM CIQ		
For vendor or other person doing business with local governmental entity				
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">OFFICE USE ONLY</td> </tr> <tr> <td style="padding: 5px;">Date Received</td> </tr> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
1	Name of person doing business with local governmental entity.			
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>			
3	Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.			
4	Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.			

Amended 01/13/2006

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

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

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

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

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

7

Signature of person doing business with the governmental entity

Date

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COMPANY NAME

CORPORATE OFFICER'S SIGNATURE

PRINTED NAME

TITLE

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

Affiant

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__.

(seal)

Notary Public

VI. FORM B - M/WBE INSTRUCTIONS:

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

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

TO WHOM IT MAY CONCERN:

HISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (“EDGAR”). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to HISD along with your Proposal submission

The following certifications and provisions are required and apply when HISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when HISD expends federal funds, HISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when HISD expends federal funds, HISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. HISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if HISD believes, in its sole discretion that it is in the best interest of HISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by HISD as of the termination date if the contract is terminated for convenience of HISD. Any award under this procurement process is not exclusive and HISD reserves the right to purchase goods and services from other vendors when it is in HISD’s best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when HISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when HISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when HISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by HISD resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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 awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by HISD, the vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by HISD, the vendor certifies that during the term of an award for all contracts by HISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by HISD, the vendor certifies that during the term of an award for all contracts by HISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by HISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by HISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by HISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When HISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan

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issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

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 Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

VIII. FORM D - PRICING AND SERVICE AFFIRMATION

Proposal of: _____
(Proposer Company Name)

To: Houston Independent School District

RFP Number: _____

RFP Name: _____

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

Ladies and Gentlemen:

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

__1 Price and Products/Services Quotation

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

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

__2 Price Assurance

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

__3 HISD Payment Terms

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

__4 General Terms and Conditions

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

Prompt Payment Discount _____% _____days / net 30 days.

Respectfully submitted:

Company Name: _____

By: _____
(Corporate Officer's Signature)

Printed Name: _____

Title: _____

Date: _____

IX. FORM E - EXCEPTION FORM

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

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

Company Name

Corporate Officer's Signature

Printed Name

Date

X. FORM F - (PRICE SCHEDULE)

Proposer is asked to submit pricing as identified on this form. A hard copy of Form F (Print out of Section IV – Excel Spreadsheet) must also be submitted under Tab 7 in the proposal.

Price Sheet – Year 1		Quantity	Unit Issue	Unit Price	Total Amount
0001	JOC Construction Unit Price Book. See paragraphs A(1), A(2), A(5), and A(6) of 3.2 Specific Conditions.	1	Each	\$	\$
0002	JOC Technical Specification See paragraphs A(3), A(4), A(5), and A(6) of 3.2 Specific Conditions.	1	Each	\$	\$
0003	User license for internet online access to the JOC Unit Price Book and Technical Specifications. See paragraph B (1), B(2) of 3.2 Specific Conditions.	35	Each	\$	\$
0004	Technical Support, Training Support, Additional Support: See paragraphs B (4), B(5), C (1) through C(5) of 3.2 Specific Conditions.	1	Year	\$	\$
				Total Base Period Price (Year 1)	\$

X. FORM F - (PRICE SCHEDULE) CONTINUED

Price Sheet - Option Years

RENEWAL OPTION YEAR ONE		Quantity	Unit Issue	Unit Price	Total Amount
0005	User license for internet online access to the JOC Unit Price Book and Technical Specifications. See paragraph B (1), B(2) of 3.2 Specific Conditions.	35	Each	\$	\$
0006	Technical Support, Training Support, Additional Support: See paragraphs B (4), B(5), C (1) through C(5) of 3.2 Specific Conditions.	1	Year	\$	\$

RENEWAL OPTION YEAR TWO		Quantity	Unit Issue	Unit Price	Total Amount
0007	User license for internet online access to the JOC Unit Price Book and Technical Specifications. See paragraph B (1), B(2) of 3.2 Specific Conditions.	35	Each	\$	\$
0008	Technical Support, Training Support, Additional Support: See paragraphs B (4), B(5), C (1) through C(5) of 3.2 Specific Conditions.	1	Year	\$	\$

RENEWAL OPTION YEAR THREE		Quantity	Unit Issue	Unit Price	Total Amount
0009	User license for internet online access to the JOC Unit Price Book and Technical Specifications. See paragraph B (1), B(2) of 3.2 Specific Conditions.	35	Each	\$	\$
0010	Technical Support, Training Support, Additional Support: See paragraphs B (4), B(5), C (1) through C(5) of 3.2 Specific Conditions.	1	Year	\$	\$

X. FORM F - (PRICE SCHEDULE) CONTINUED

RENEWAL OPTION YEAR FOUR		Quantity	Unit Issue	Unit Price	Total Amount
0011	User license for internet online access to the JOC Unit Price Book and Technical Specifications. See paragraph B (1), B(2) of 3.2 Specific Conditions.	35	Each	\$	\$
0012	Technical Support, Training Support, Additional Support: See paragraphs B (4), B(5), C (1) through C(5) of 3.2 Specific Conditions.	1	Year	\$	\$

Pricing for any additional and value-added services must be provided on a separate form for the base year and all renewal option years (D of 3.2 Specific Conditions)

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

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

Legal Name of Business: _____

Type of Business and
types of products or services provided: _____

Business Mailing Address: _____
City: _____ State: _____ Zip Code _____

Business Street Address: _____
City: _____ State: _____ Zip Code _____

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

Parent Company

Subsidiaries	Subsidiaries

Other Names	Other Names

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Number of Full Time Employees: _____ 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) _____

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

Names	Names

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

License Number and Type	License Number and Type

Financial and business references, including bank with which the company conducts business:
Name of Bank: _____
Bank Officer _____ Officers Telephone Number _____

Other Banking/finance Institutions:

Finance Institution Name	Finance Institution Name

Name of insurance companies and bonding company (if applicable)

Insurance Companies	Insurance Companies

Bonding Company	Bonding Company

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

Style of Litigation	Type of Litigation	Current Status

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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 OFFICER'S SIGNATURE

 PRINTED NAME

 TITLE

XI - FORM H - REFERENCES

Provide Ten, Non-Houston ISD References
(Providing a Current Email Address is Required)

1. Name of Company _____
Contact Person _____
Contact Phone Number _____
Contact Email _____
2. Name of Company _____
Contact Person _____
Contact Phone Number _____
Contact Email _____
3. Name of Company _____
Contact Person _____
Contact Phone Number _____
Contact Email _____
4. Name of Company _____
Contact Person _____
Contact Phone Number _____
Contact Email _____
5. Name of Company _____
Contact Person _____
Contact Phone Number _____
Contact Email _____
6. Name of Company _____
Contact Person _____
Contact Phone Number _____
Contact Email _____
7. Name of Company _____
Contact Person _____
Contact Phone Number _____
Contact Email _____

8. Name of Company _____
Contact Person _____
Contact Phone Number _____
Contact Email _____
9. Name of Company _____
Contact Person _____
Contact Phone Number _____
Contact Email _____
10. Name of Company _____
Contact Person _____
Contact Phone Number _____
Contact Email _____