



**RICHARDSON INDEPENDENT SCHOOL DISTRICT
400 S. GREENVILLE AVENUE
RICHARDSON, TEXAS 75081**

**REQUEST FOR PROPOSAL NO. 1209
WATER TREATMENT SERVICES – DISTRICT-WIDE**

The Richardson Independent School District (RISD) is soliciting proposals for water treatment services as per specifications stated in this solicitation document. Sealed proposals shall be submitted in an envelope marked on the outside with the vendor's name, address and proposal number **RFP-1209, WATER TREATMENT SERVICES**, to:

Richardson Independent School District
Purchasing Department, c/o James Cason
970 Security Row
Richardson, Texas 75081

Proposals will be **received** at the above address until **1:30 PM CST, Thursday, February 23, 2012**. No proposals will be accepted after 1:30 PM. Proposals will be **opened at 2:30 PM CST** on the same day.

Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published proposal date and time shown on the RFP. Richardson Independent School District will not be responsible for delivering mail from the post office. Proposals received after the published time and date may not be considered. **Faxed proposals will not be accepted**

When downloading from the web page, it is necessary to open and download any addendum or other posted document that is pertinent to this solicitation. **All proposal documents** MUST be filled out, signed appropriately and returned in complete form.

The proposal name and number must be identified on the outside envelope being delivered (i.e. Federal Express, UPS, US Postal Service, and Hand Delivery).

Vendors must submit one **(1) original sealed proposal and two (2) complete copies** of the proposal package together with any material required by any addendum to this RFP by the time and date specified.

This proposal is to establish a vendor and costs for water treatment services. The awarded agreement will be for a three-year term plus two one-year renewal options, implemented on a year-by-year basis, that can be utilized if acceptable to both parties.

The RISD contact for this proposal is **James Cason, telephone 469-593-0561 or email james.cason@risd.org**. Contact between solicited vendors and the RISD project management team during the request for proposal process or evaluation process is prohibited. Any attempt by a solicited contractor to contact these individuals will result in disqualification.

All questions regarding this proposal format or the water treatment services must be submitted in writing no later than Friday, February 17, 2012, 3:00 PM CST, to James Cason, via e-mail (james.cason@risd.org) or fax (469-593-0563). All questions and answers related to proposal format or project specifications will be published via an addendum no later than the close of business, Tuesday, February 21, 2012.

PRE-PROPOSAL CONFERENCE: Wednesday, February 15, 2012 – 10:00 AM. Location: Richardson ISD Purchasing Department Conference Room; 970 Security Row; Richardson, Texas 75081

**REQUEST FOR PROPOSAL, RICHARDSON INDEPENDENT SCHOOL DISTRICT
WATER TREATMENT SERVICES, DISTRICT-WIDE**

RFP #1209

PROPOSAL EVALUATION AND AWARD

I. BID AWARD: This bid will be awarded, in the best interest of Richardson ISD, to the supplier/service company that provides the best overall value.

II. BID EVALUATION: As provided in the Texas Education Code 44.031(b), in determining to whom to award a contract, the district shall consider:

- the purchase price;
- the reputation of the vendor and of the vendor's goods or services;
- the quality of the vendor's goods or services;
- the extent to which the goods or services meet the district's needs;
- the vendor's past relationship with the district;
- the total long-term cost to the district to acquire the vendor's goods or services;
- the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- 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 employs at least 500 persons in this state; or whether the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state;
- any other relevant factor specifically listed in the request for bids or proposals.

A one-step evaluation process that includes weighted criteria will be utilized in order to determine an award to the contractor whose offer meets the proposal requirements, project specifications and is in the best interest of the District. The selection matrix consists of the following categories and weights:

(1) Experience with Richardson ISD or similar operations	40%
(2) Proposal amount	30%
(3) Safety record	10%
(4) Contractor financial strength	10%
(5) Quality and completeness of the Request for Proposal	10%

The evaluation results will be released no later than the 7th day after the contract is awarded.

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WATER TREATMENT SERVICES

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WATER TREATMENT SERVICES

I. GENERAL PROVISIONS

- A. The services detailed on the following pages will be provided by the vendor at a fixed monthly charge. Any agreement reached by Richardson ISD and the vendor can be terminated with a 30-day written notice. There will be no contractual requirements to meet other than the normal expectations of this business transaction.
- B. This agreement will cover the treatment and quality control of the designated cooling towers and closed loop water systems. Additional systems can be added or removed at any time at the discretion of the District.
- C. The vendor will be responsible for maintaining a reliable water treatment program for the specified water systems. The vendor shall control scale, corrosion and organic growth within all treated systems.
- D. The vendor shall provide chemicals and service by a dedicated representative at least three days each business month plus on an emergency basis. A full laboratory and technical support group at the vendor's place of business will provide technical support required to control corrosion, scale, algae and slime in the designated water systems. At least two water treatment specialists for the vendor will be assigned for monitoring and quality control of the program.
- E. The treatment chemicals used shall meet the attached chemical specifications for use in the systems. All chemicals used must meet all required EPA regulations (local, state and federal) and used in the proper dilution rates. The use of chromates will not be acceptable.
- F. The vendor shall warrant that the chemicals used in the water treatment program shall not endanger the health or safety of persons coming into contact with them and shall not damage personal or real property when used in accordance with the vendor's instructions for use and disposal of chemicals. The vendor shall provide Material Safety Data Sheets (MSDS) for each chemical used on-site.
- G. Once the program has been awarded, the vendor shall, at no charge, submit a computer-generated report for the cooling systems that details makeup water analysis for hardness, chlorides, alkalinity, dissolved solids, pH, conductivity and any special conditions. In addition, this report will detail control maximum and minimum ranges for cycles of concentration, chlorides, alkalinity, dissolved solids, pH, conductivity, microbial count, coupon or probe corrosion rate (if applicable), and chemical treatment residuals. The report will also include maximum evaporation rate, blowdown rate and makeup rate. Maximum and minimum product usage ranges must also be detailed.
- H. The vendor shall provide double containment in compliance with local and state regulations for the chemicals supplied. The vendor must utilize a chemical supplier(s) whose facility is in a location that will allow for efficient delivery when products are needed. The vendor is responsible for utilizing chemical suppliers that meet all regulations in regard to chemical handling, storage and shipping.
- I. The vendor's dedicated representative must be on-site three (3) days each month. The vendor will have an identified Account Manager and Account Representative within sixty (60) minutes of the RISD facilities. Emergency 24-hour service will be provided.

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II. FEEDWATER ANALYSES

To maximize cycles of concentration for reducing energy and chemical costs, feed water analyses shall be performed on a regular basis to determine and maintain proper chemical feed.

III. COOLING SYSTEMS – SCOPE OF WORK

- A. Cooling system services as described below must be provided at least once monthly unless the vendor and RISD personnel determine that the frequency needs to be revised. Emergency 24-hour service must be available.
- B. Determine and maintain the appropriate chemical feed, blowdown and makeup water rates for all designated systems to insure proper operation.
- C. Monthly service inspection includes, but is not limited to, visual inspection, water analysis and treatment recommendations. Existing or potential problems, mechanical or chemical, noted during inspections, must be reported to authorized RISD personnel. Repairs directly related to the water treatment service will be performed by the vendor. All other mechanical or equipment repairs will be assumed by RISD. Chemical feed pump systems can be maintained by the vendor when authorized by the RISD representative.
- D. Inspect water systems and provide the chemical treatment necessary to control biological growth. Treatment will include a biocide, or a combination of biocides, for both fungi in the closed system and algae in the cooling towers. The biocides must be EPA registered and meet the city, county, state and federal disposal regulations, and be administered in the proper levels.
- E. Check the adjustment of the tower basin float valves and report any malfunctions to authorized RISD Facility Services personnel. The District will be responsible for the replacement of defective valves and assemblies.
- F. Water and bacteriological tests as specified in Section VIII.
- G. Monitor the tower water system so that corrosive water conditions can be tracked and treated with the most effective chemical activity with the least amount of corrosion exposure and damage. Written reports must be forwarded by the vendor's analytical laboratory at no charge.
- H. If draining a tower system becomes necessary, the vendor will advise RISD of any chemical and/or mechanical requirements necessary to maintain the integrity of the system, or the District will notify the vendor of any requirements if it becomes apparent before being detected by the vendor.
- I. The vendor will not be responsible for damages should malfunctions occur as the result of using mechanical automatic feeding devices and controls. Supplemental acid feeding will not be permitted.
- J. A dedicated vendor representative shall maintain and track chemical usage.
- K. The vendor shall provide material for contingency use to clean heat exchangers in the system should operating problems develop due to fouling.
- L. Vendor to provide water analysis of makeup water, as specified in Section VIII, to ensure proper treatment.

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WATER TREATMENT SERVICES

- M. The vendor shall repair or replace equipment they have provided for the term of the contract. All plastic tubing associated with the chemical pump system will be the responsibility of the vendor. RISD will not be responsible for repair parts of equipment provided by the vendor.
- N. The vendor representative should be present at the time of any inspection or system treatment. RISD will give at least two days notice prior to inspection or treatment that requires the vendor's presence.
- O. The vendor representative shall monitor condenser head pressures, condenser incoming and outgoing water temperatures, and report any deviations to RISD Facility Services.
- P. In addition to the above services, the vendor may make recommendations, based on inspections or examinations listed below, of the water treatment system. RISD will determine the course of action:
1. To ensure successful initiation of system treatment at plant shutdowns:
 - a. Brushing out and cleaning sump of debris and cleaning procedure for scale (RISD may select any preferred vendor for this service)
 - b. Inspection of towers for repairs or caulking requirements
 - c. Inspection of metal towers for rust
 - d. Atypical mechanical parts noises and vibrations
 - e. Integrity of the tower sump at the fill up
 - f. Spray nozzle and distribution plate condition
 - g. Adjustment of blowdown line
 2. To ensure proper operation during the particular season:
 - a. Atypical mechanical parts noises and vibrations
 - b. Float valve adjustment to maintain basin water level
 - c. Adjustment of blowdown rates
 - d. Spray nozzle, distribution plate and main pump intake condition for fouling or obstruction.
 - e. Inspection of tower for rust or decay
 - f. Tower cleaning that might include scale removal, algae removal, dirt and debris (RISD may select any preferred vendor for this service). Vacuum pumping will be the responsibility of RISD.
 3. To ensure proper tower shutdown:
 - a. Chemical cleaning and flushing of condensers or the complete system
 - b. Cleaning and flushing towers and tower sumps. Vacuum pumping will be the responsibility of RISD.
 - c. Repair or replacement of tower or system parts that may affect chemical treatment
 - d. Draining of tower and related systems
 - e. Repairs for efficiency improvement that could be assumed by RISD
 - f. Recharging the condenser system with treated water, if stored wet, to prevent formation of corrosion during the shutdown period.

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IV. CLOSED LOOP WATER SYSTEM – SCOPE OF WORK

- A. Services listed below shall be on a quarterly basis unless otherwise arranged by the vendor and RISD.
- B. Bacteriological tests as specified in Section VIII. If bacteria is present, the vendor shall provide the necessary chemicals to clean and sterilize the system.
- C. Water system tests as specified in Section VIII.
- D. Closed loop treatment for charging 20% of the volume of each system treated annually. RISD will purchase from the vendor any additional treatment products or chemicals should the treatment request exceed this volume level.

NOTE: PRIMARILY DUE TO THE AGE OF THE EQUIPMENT, THE DISTRICT’S CLOSED LOOP SYSTEMS HAVE AN ABOVE AVERAGE MAKEUP RATE. VENDORS SHOULD CONSIDER THIS WHEN CALCULATING THE APPROPRIATE DOSAGES.

V. EQUIPMENT PROVISION

The vendor shall provide all chemical feed equipment requirements. This includes conductivity meters, computerized systems, digital controllers, chemical feed pumps, water meters with chemical feed hookups, blowdown valves and other water treatment-related equipment. Equipment shall be warranted for the life of the contract. If any existing equipment is over one-year old, RISD will provide parts and the vendor will perform the repair service. The chemical feed and monitoring systems shall be maintained by the vendor. All plastic tubing associated with the chemical pump system will be the vendor’s responsibility. Repairs will be authorized by RISD before the vendor proceeds.

VI. ADDITIONAL PROVISIONS

- A. If required, RISD will provide to the vendor at no charge, an enclosed and secure area on-site designated as an “on-site field evaluation center. RISD will provide running water and electricity necessary for conducting water analysis in this area. The vendor will maintain the cleanliness of the area and adhere to all safety regulations.
- B. All water samples for analysis (system or makeup) will be drawn from the systems and all analyses shall be conducted by the vendor except for those required by RISD Facility regulations.
- C. RISD will notify the vendor at least two days in advance of the dates the designated systems will be opened for water-side inspections. If deemed necessary, the inspection will be attended by both RISD and the vendor’s designated representative.
- D. All quotations for the chemical cost of maintaining the proper chemical treatment levels for each system is based on the absolute integrity of the systems, else the quotation will be invalidated.
- E. RISD may request, at an additional cost, an inhibited acid. The vendor shall provide, at no charge, the service required to remove scale from the condensers of any cooling system designated for cleaning. RISD will monitor the scale removal service and may select any vendor for the service.
- F. The vendor shall put into operation each system according to RISD priority requirements for installation and start up.

- G. Any necessary equipment will be made available to RISD that is normally sold by the vendor.
- H. RISD will make mechanical corrections to malfunctioning equipment and maintain the water system bleed rate as established by the vendor. The vendor is not liable if this RISD responsibility is not met. The vendor is not liable for normal wear and tear of the machinery or weather-related damage.
- I. If the RISD installation is changing vendors for water treatment services, the new vendor will have a 60-day liability grace period from the formation of scale or corrosion, or any damages in each individual system. This grace period will allow for conversion to the new vendor's program and protect each system. It is recommended that a random selection of the water system be inspected by both RISD and the vendor to obtain an indication of the present condition prior to initiating a new program. Selected systems can be opened to expose inner tubes to determine actual conditions.
- J. The vendor will conduct periodic training programs and seminars for RISD personnel on the subjects of the water treatment program, the relationship and compatibility of the products used, and the importance of a dedicated water treatment program. These presentations will be provided at no charge if the vendor's water treatment products are used at the designated facility. Certificates of Attendance will be issued to those attending the training. Dates, times, etc. will be mutually determined by the vendor and RISD.
- K. The vendor will maintain trend analyses on all systems as specified in Section VIII. The analyses will be reviewed quarterly and summarized annually with RISD Facility Services.

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WATER TREATMENT SERVICES**

VII. SYSTEM CONTROL LIMITS

A. Makeup Water Testing

<u>Control Test</u>	<u>Frequency</u>
Conductivity	Monthly
Hardness	Monthly
Alkalinity	Monthly
Chlorides	Monthly
Phosphate (PO ⁴)	Monthly
Silica	Quarterly
Iron	Quarterly

B. Cooling Tower Testing

<u>Control Test</u>	<u>Frequency</u>	<u>Recommended Range</u>
Conductivity	Monthly	Six to eight times makeup
Scale/Corrosion Inhibitor	Monthly	3-6 ppm as PO ⁴
Biocide	Monthly	Free Halogen 0.1-0.3 ppm
Visual	Monthly	-
Corrosion Coupons/ Corrator Probes	Quarterly	Less than 3 mils on mild steel

C. Chilled Water Closed Loop Systems

<u>Control Test</u>	<u>Frequency</u>	<u>Recommended Range</u>
Conductivity	Monthly	Less than 4,000 uMhos
Treatment Residuals (Nitrites)	Monthly	800-1200 ppm
Biological Activity	Quarterly	Less than 10 ² colonies
Vacuum Deposit	Quarterly	Less than 500 ppb hematite (FeO ⁴)

D. Hot Water Closed Loop Systems

<u>Control Test</u>	<u>Frequency</u>	<u>Recommended Range</u>
Conductivity	Monthly	Less than 4,500 uMhos
Treatment Residuals (Nitrites)	Monthly	800-1,200 ppm
Biological Activity	Quarterly	Less than 10 ² colonies
Vacuum Deposit	Quarterly	Less than 500 ppb hematite (FeO ⁴)

NOTES:

Vacuum deposit testing consists of drawing a 1000 ml sample through a 0.45 micron membrane filter and comparing the deposit.

Chromates cannot be used.

Acid cannot be used for pH control.

Chlorine cannot be used for biological control because of the increased THMs generated by chlorine in the waste sewer discharge.

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PROPOSAL RESPONSE SHEET

Please quote in the spaces below the fixed monthly charge to maintain the water treatment service for the designated equipment:

<u>RISD LOCATION</u>	<u>TONNAGE/SYSTEM</u>	<u>COST PER MONTH</u>
Apollo Junior High	400 WT/HWB/CHW	\$ _____
Arapaho Classical Magnet	180 L/HWB	_____
Berkner High School	800 WT/CHW/HWB	_____
Canyon Creek Elementary	180 L/HWB	_____
Forest Meadow Junior High	300 CHW/HWB	_____
Lake Highlands High School	600 L/WT/HWB	_____
Lake Highlands Junior High	385 WT/HWB/L	_____
Liberty Junior High	250 CHW/HWB	_____
Mark Twain Elementary	180 L/HW	_____
Northwood Hills Elementary	180 L/HW	_____
O. Henry Elementary	180 L/HW	_____
J. J. Pearce High School	675 HWB/CHW/WT	_____
Richardson High School	550 L/HWB/WT	_____
Richardson High, G Building	170 CW	_____
RISD Academy	350 WT/CHW/HWB	_____
Richardson North Junior High	400 L/HWB	_____
Richardson West Junior High	400 L/HWB	_____

(continued on next page)

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WATER TREATMENT SERVICES**

PROPOSAL RESPONSE SHEET (continued)

<u>RISD LOCATION</u>	<u>TONNAGE/SYSTEM</u>	<u>COST PER MONTH</u>
Stults Road Elementary	180 L/HWB	\$ _____
Westwood Junior High	400 HWB/CHW	_____
Professional Development Center	300 WT	_____
Professional Development Center, Building C	180 L/HWB	_____

OPTIONAL SERVICES FOR CONSIDERATION:

Option 1: Corrosion Coupon Monitoring System	Total Cost	_____
Option 2: Availability of fiber optic video equipment for inspecting RISD water treatment equipment. This would be on an as-requested basis with a District notification 30 days in advance of the need.	Cost Per Call	_____

Abbreviations:

- HWB – Hot Water Boilers
- CHW – Chill Water/Hot Water (4-pipe system)
- WT – Water Tower
- CW – Chill Water only
- L – Loop Chill Water/Hot Water (2-pipe system)

Supplemental response requirement: Proposers must include a list of at least three clients with whom the proposer still has a current agreement for services most comparable to those specified in this document. Complete contact information must be included.

All documents in the General Stipulations and Conditions section must be completed.

RICHARDSON INDEPENDENT SCHOOL DISTRICT

Request for Proposal no. 1209 – Water Treatment Services

GENERAL STIPULATIONS AND CONDITIONS OF BID/ PROPOSAL

NON-CONSTRUCTION

THESE GENERAL STIPULATIONS AND CONDITIONS SHALL REFER TO *EDUCATION CODE SUBCHAPTER B. – PURCHASES; CONTRACTS*

IF THERE ARE CONTRADICTIONS BETWEEN THE GENERAL STIPULATIONS AND CONDITIONS OF BID/ PROPOSAL AND THE SPECIFICATIONS, WRITTEN OR VERBAL, THE GENERAL STIPULATIONS AND CONDITIONS OF BID/ PROPOSAL SHALL CONTROL.

I. INVITATION TO BID:

- A. Richardson Independent School District invites all interested and qualified Bidders to bid on all proposals in accordance with directions available in the Purchasing Department, 970 Security Row, Richardson, Texas. 75081.
- B. For the purpose and clarity of this document only, the word “District” will herein mean the Richardson Independent School District and/or the Board of Trustees of Richardson, Dallas County, Texas. As used herein, the word “Bidder” means any reliable person, entity, broker, vendor, contractor, and/or manufacturer who wants to bid this contract or submit a proposal in response to a request for catalog offer or request for proposal. The term “Bid” refers to all bids, responses, proposals submitted hereunder.
- C. Cash discount will be taken into consideration in determining a contract award. All Bid responses must be quoted with net pricing.
- D. The District will receive sealed proposals until date and time indicated on the Bid cover. Bids must be delivered to the RISD Purchasing office. Whenever the specifications indicate a product of a particular manufacturer, model or brand in the absence of any statement to the contrary by the Bidder, the Bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories, qualities, etc., enumerated in the detailed specifications.
- E. Where a lump sum Bid is provided for, unit prices for each item shall be included for accounting purposes. If quantities are increased or decreased as provided for in the “Annulments and Reservations” section, the unit prices inserted in a lump sum Bid should be consistent with the total amount quoted for the lumps sum Bid, since the lump sum Bid total will be increased or decreased by the product of the quantity of the increases or decreases multiplied by the unit prices for the item affected.
- F. All materials, supplies, copyrighted materials, furniture, and equipment for the District shall be delivered F.O.B. Destination freight prepaid and allowed.
- G. RISD will give preference to materials, supplies, and provisions produced, manufactured, or grown locally, provided such items are equal to articles offered by competitors outside of the local area.

II. ANNULMENTS AND RESERVATIONS:

- A. The District reserves the right to reject Bids for any and all of the items, and/or to waive technical defects, if in its judgment, the interest of the District shall so require.
- B. The Director of Purchasing reserves the right to increase or decrease the given quantity plus or minus fifteen percent (15%). In the event quantities are increased or decreased, the amount added or deducted shall be based upon unit prices quoted.
- C. The District also reserves the right to annul any contract, if it determines at its sole discretion that the Bidder has failed at any time, to perform faithfully any contract requirements or, in the case of any willful attempt to impose upon the District, materials, products, and/or work inferior to that required by District, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the District to the damages for the breach of any covenant of the contract by the Bidder.

III. BID PREPARATION, SPECIFICATIONS SHEET, AND BID OPENING:

- A. An authorized representative of the Bidder must sign all Bids. It is the intent of this bid offer that should a given bid/bids be accepted, it will automatically become a part of a binding contract. Bidders shall list their bids on the appropriate attached sheets, which show the schedule of items to be purchased. Each Bidder may attach a letter of explanation to their bid to explain any information pertaining to the Bid/Bids.
- B. At the time of the Bid opening (as specified on the front cover and newspaper ad), the Director of Financial Services, or his designee, shall open and record all Bids received,. Sufficient time will be allotted to analyze all Bids received and the final recommendations shall be prepared for District review and approval. Upon District approval, the Bidders shall be notified either by mail, telephone, or purchase order of any award/awards.
- C. Wherever the District indicates the unit of measure required for bidding purposes, the District may not recalculate the vendor's price if it is based on a different unit of measure than that indicated in any contract.

IV. BILLING AND PAYMENT/DISCOUNTING:

- A. All invoices shall be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted).

All invoices shall be forwarded to:

**RICHARDSON INDEPENDENT SCHOOL DISTRICT
ATTENTION ACCOUNTS PAYABLE DEPARTMENT
970 SECURITY ROW
RICHARDSON, TEXAS 75081**

- B. Invoices will be returned for correction unless they contain the following information: Item numbers; Description of Item; Quantity; RISD Purchase Order Number. The original and one copy of the invoice shall be forwarded to the office listed above.
- C. Payment in full will be made only upon final acceptance of items as shown on Purchase Order. Partial payments may be made if partial shipments have been received.
- D. The Bidders that request prompt payment of bills shall send signed delivery tickets with the invoice to facilitate expedited payment.
- E. Delivery shall be F.O.B. to each individual location as noted on the Purchase Order. The District will not pay freight bills sent collect.

- F. Terms for payment, Net 30 days from receipt of complete/correct invoice. All discounts, including prompt payment, shall be included in bid price.

V. BONDING:

Certain formal Bids will require bonding with the District and shall be indicated in the specifications sheet.

VI. COLLUSION:

All Bidders shall sign the appropriate certification as provided on the signature sheet. The District may reject any Bid that does not include the required certification.

VII. COMPLIANCE WITH SPECIFICATIONS AND PURCHASER'S RIGHT OF SELECTION:

- A. The Bidder shall abide and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.
- B. The District reserves the right to reject any or all Bids that comply with these specifications, or to accept a higher bid that complies, when, in the judgment of the District, such Bid offers additional value or function, which justifies the difference in price.

VIII. DEVIATIONS FROM SPECIFICATIONS:

All deviations from the specifications must be specified in writing by the Bidder, at the time the formal bid is submitted. The absence of a written list of requested deviations or exceptions when the Bid is submitted will hold the Bidder strictly accountable to the District to the specification or requirement as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered. The District reserves the right to reject or modify any requested exception or deviation. Excessive exceptions may result in disqualification of a bid.

IX. ERRORS IN BIDS: RELIEF OF BIDS:

Bidders or their authorized representatives shall fully inform themselves as to the conditions, requirements, and specifications before submitting Bids. Failure to do so will be at the Bidder's own risk. If a Bidder makes errors in extension of prices in a Bid, the unit price shall govern at the discretion of the Director of Purchasing.

All deviations from the specifications must be specified in writing by the Bidder, at the time the formal bid is submitted. The absence of a written list of requested deviations or exceptions when the Bid is submitted will hold the Bidder strictly accountable to the District to the specification or requirement as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered. The District reserves the right to reject or modify any requested exception or deviation. Excessive exceptions may result in disqualification of a bid.

X. GUARANTEE:

The Bidder shall unconditionally guarantee the materials and workmanship of all merchandise furnished under Bid for a period of one year or longer from date of acceptance of the items delivered and installed unless a different time period is required under the Bid specifications. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the District is due to the faulty design and installation, workmanship or materials, upon notification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the District. These repairs, replacements or adjustments shall be made only at such times as will be designated by the District to cause the least disruption to the instructional programs.

XI. INTENT AND LIMIT OF CONTRACT

- A. These specifications are intended to cover the various types of purchases of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, administrative facilities, or to any designated warehouse or warehouses in Richardson Independent School District, whichever if specified, in quantities to be determined subsequent to the bid opening. There are approximately 120 schools and offices in this District.
- B. It is understood that under the terms and conditions of this bid offer, the District reserves the right to purchase any of the listed materials, supplies or services at bid prices submitted provided that it shall be optional on the part of either party to terminate this contract at the expiration of twelve months from the beginning date of any contract period upon notice in writing to the other party to any contract no less than 30 days prior to the expiration of the twelve month period. This will be the only opportunity for cancellation of this contract, except for extenuating causes.

XII. "OR EQUAL" INTERPRETATION CLAUSE:

- A. Any time a particular manufacturer's name or brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on the equal quality product of other manufacturers. On all such Bids, the Bidder shall indicate clearly the product on which it is bidding, and shall supply sufficient data, on its own letterhead, to enable an intelligent comparison to be made with the particular brand or manufacturer specified.
- B. Catalog cuts and descriptive data shall be attached to the original copy of the Bid, where applicable. Whenever the specifications indicate a product of a particular manufacturer, model, or brand, and in the absence of any written statement to the contrary by the Bidder, the Bid shall be interpreted as being for the exact brand, model or manufacturer specified, together with all the accessories, qualities, etc., enumerated in detailed specifications. (See VIII A.)

Failure to submit the above information may result in rejection of bid.

XIII. PACKING AND DELIVERY:

- A. All materials must be securely packed for proper protection and in quantities to be determined by the Director of Purchasing for the District.
- B. All materials delivered pursuant to this bid offer shall be packed in a substantial manner in accordance with accepted trade practice. No charges may be made over and above the Bid price for packaging. Complete deliveries must be made by the successful vendor to the designated location as indicated on Bid cover and/or purchase order after issuance of purchase orders by the District. A packing slip and/or delivery ticket shall be included in each shipment. Each ticket shall contain the following information for each item delivered: Purchase Order Number, Name of the Article, Item Number, Quantity, and the Name of the Contractor.

Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods or services awarded and ordered.

- C. All package materials shall be clearly and plainly marked. Example:

To: Richardson Independent School District,
Department: [state department]
Address: [address of department]
Purchase Order Number: [PO #]

XIV. SAFETY REQUIREMENTS:

The Bidder/vendor shall provide all equipment, machinery and chemicals furnished and delivered to the District complying in compliance of Safety Regulations as required by OSHA.

XV. SAMPLES: CATALOGS: CATALOG CUTS:

- A. Whenever asked for, a sample, properly tagged, shall be submitted by each Bidder before the time of the Bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the Bid number.
- B. The District will not be responsible for any samples that a Bidder has not picked up within 30 days after being notified that the sample is no longer needed. Samples may be retained by the District until Bidders are notified to remove them. Bidders agree that the District will incur no liability for samples that are damaged, destroyed or consumed in the testing processes. Samples requested are to be delivered to the Director of Purchasing, 970 Security Row, Richardson, Texas. 75081.

XVI. SIGNATURE TO BIDS:

Each Bid must show the full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Bid and contract, including Notice of Award, and Purchase Order, will be mailed or delivered to the address shown on the Bid in the absence of written instructions from the Bidder to the contrary.

XVII. TAXES:

- A. The District is exempt from the payment of the Texas Sales Tax. Exemption Certificates for the Federal Excise Tax may be furnished, if such should apply to any item purchased.
- B. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request.
- C. The District's Tax Identification Number is 1-75-6002311-5.

XVIII. DELIVERY:

- A. All deliveries shall be made during the hours of 8:00 a.m. and 3:00 p.m. on all regularly scheduled school days, except where otherwise noted by Purchasing Department.
- B. All deliveries shall be made inside school buildings, warehouse, offices, etc., and special instruction for date of delivery shall be included in the general specifications.
- C. Special instructions shall be indicated by District in the specifications for exact time, date and locations of equipment and machinery delivery for items, which are to be erected, set-up and installed. For heavy equipment, materials or machinery requiring special handling, detailed instructions shall be written in the specifications.
- D. Delivery of materials received centrally will be accepted by motor freight.

Richardson ISD Request for Proposal no. 1209 – Water Treatment Services

SIGNATURE SHEET

My/our signature below confirms that I/we:

1. propose to furnish, package, mark, and deliver to the Richardson Independent School District, the supplies, materials or equipment as required in the accompanying specifications, and at the unit price indicated;
2. certify that this Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, material and equipment, and is in all respects fair and without collusion or fraud;
3. certify that this firm is an equal opportunity employer and that all employment decisions are made without regard to the color, race, sex, national origin, religion, age, or disability status of otherwise qualified individuals; and
4. certify that all material and equipment Bid by this firm and to be supplied to the Richardson Independent School District meets all safety and health standards as prescribed by the rules and regulations of the Occupational Safety and Health Act.

COMPANY NAME: _____

SIGNATURE: _____

By: _____

Title: _____

DATE SIGNED: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

WEBSITE (IF APPLICABLE) _____

Complete and return with proposal 1209

RICHARDSON ISD – RFP-1209 – WATER TREATMENT SERVICES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

**I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION**

- (a) In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:
- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;
 - (2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and
 - (4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.
- (c) For any subcontract at any tier expected to equal or exceed \$25,000:
- (1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.
 - (3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK

- (a) Offeror must give advance notice to the Owner 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 any Agreement or if the Owner determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation. :
- (b) Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Offeror certifies to the Owner before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Owner property or other location where students are regularly present. District shall be the final decider of what constitutes a “location where students are regularly present.” Offeror’s violation of this section shall constitute a substantial failure.
- (c) If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

Signature below acknowledges compliance with Section I. DEBARMENT, SUSPENSION, INELIGILITY AND VOLUNTARY EXCLUSION and Section II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK.

SIGNATURE OF OFFEROR: _____ **DATE:** _____

PRINTED/TYPED NAME OF OFFEROR: _____

COMPANY NAME: _____ **TEL#:** _____

Complete and return with proposal 1209

RICHARDSON INDEPENDENT SCHOOL DISTRICT

REQUEST FOR PROPOSAL NO. 1209 – WATER TREATMENT SERVICES

STATEMENT OF EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The Richardson Independent School District is committed to fair and equal competition among all vendors. It is the policy of the Richardson ISD to encourage participation in the competitive bid process by all interested parties. The Richardson ISD does not discriminate against any otherwise qualified vendor because of the vendor's race, color, national origin, age, religion, sex, or disability.

**RICHARDSON INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT**

Notice to Vendors: Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

Effective January 1, 2006, any person or entity who contracts or seeks to contract with RISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with RISD is responsible for complying with any applicable disclosure requirements. RISD will post the completed questionnaires on its website.

The Conflict of Interest Questionnaire must be filed:

- No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
- The Vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

Note: A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Please sign and return the following Conflict of Interest Questionnaire from the Texas Ethics Commission with your bid/proposal to the following address:

Richardson Independent School District
Attn: Purchasing Department
970 Security Row
Richardson, Texas 75081

The Local Government Officers of the Richardson Independent School District are:

Board of Trustees:

Luke Davis
Karen Ellis
Kim Caston
Lanet Greenhaw
Kim Quirk
Kris Oliver
Karen Holburn

Superintendent: Dr. Kay Waggoner

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1451, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2** Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

 Yes No

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

 Yes No

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

 Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4_____
Signature of person doing business with the governmental entity_____
Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1451, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

Vendor or Business Name

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the records administrator not later than the 7th business day after the date the originally filed questionnaire is filed.)

Superintendent or Board member with whom you have a personal or business relationship

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes No

Will the named person receive taxable income from your company?

Will you or your company receive taxable income from the named person (not the RISD)?

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is from the local governmental entity?

Yes No

Does the named person serve as an officer or director of your company? Do they own 10% or more of your company?

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

Yes No

What is your relationship with the named person. Describe each.

4

Your signature and date

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

**RICHARDSON ISD REQUEST FOR PROPOSAL NO. 1209
WATER TREATMENT SERVICES**

INTERLOCAL AGREEMENT CLAUSE

Richardson ISD is a participating member of the Collin County Governmental Purchasers Forum (CCGPF) and Educational Purchasing Cooperative of North Texas (EPCNT). As such the Richardson ISD has executed Interlocal Agreements, as permitted under Chapter 791 of the Government Code with certain other governmental entities in CCGPF and EPCNT authorizing participation in a cooperative purchasing program.

Several governmental entities in proximity to the Richardson Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing apply?

_____ Yes

_____ No

If you (the Vendor) checked yes, the following will apply.

Governmental entities utilizing Internal Governmental contracts with the Richardson Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases made by a governmental entity other than Richardson Independent School District will be billed directly to that governmental its own material/service as needed.

VENDOR NAME _____

AUTHORIZING SIGNATURE _____

Please advise the following:

How did you learn of this Request for Bid/Proposal? (check all that apply):

- _____ District website
- _____ Newspaper ad
- _____ Demandstar
- _____ Other, specify source _____

PLEASE RESPOND AND RETURN WITH PROPOSAL 1209