



REQUEST FOR INFORMATION

For

Project # 13-04-04

Project Name: RFI/Teaching and Learning Management System

The Houston Independent School District (“HISD” and/or the “District”) is issuing a Public Request for Information (RFI) from qualified firms with the ability to provide a Teaching and Learning Management System (TLMS) to the Houston Independent School District (HISD). The project is more fully described in Section III of this Request for Information (“RFI”). A signed original and 1 copy of the original on PDF format on a CD or USB Flash drive must be submitted in accordance with the instructions set out herein to:

Houston Independent School District
Board Services - Room 1C03
Attn: Ken Phillips
RFI/TLMS Project 13-04-04
4400 West 18th Street
Houston, TX 77092

The original response must be submitted in a binder. The original must be labeled “ORIGINAL” and contain original signatures.

The binder and any container for the binder(s) must be labeled on the outside with the Respondent’s name, address, the RFI number and the RFI name.

RFI responses will be received at the above address until **April 30, 2013 at 2 P.M.** Central Daylight Savings Time. Written questions should be directed to Ken Phillips at kphillip@houstonisd.org prior to the written question deadline of **April 22, 2013 at 3:00 P.M.** Central Daylight Savings Time. Responses will be prepared for questions submitted and posted on the District’s website. A more detailed timeline is set out in the Instructions, Submission Requirements and Procedures section of the RFI. RFI responses will be reviewed as received in a manner that avoids disclosure to other Respondents. Contents of RFI responses will remain confidential during the Code of Silence period (as defined in Section 1.1.2 of the RFI). Only the RFI number and the identity of the Respondent(s) submitting the RFI response will be made available to the public before any award of a contract(s). RFI responses received after the due date and time will not be considered.

Faxed or emailed responses will not be accepted. Responses must be submitted in sufficient time to be received and time-stamped at the above location on or before the RFI due date and time. HISD will not be responsible for responses delivered late by the United States Postal Service, or any other delivery or courier services.

More details regarding the specifications are included in Section III, which is the Scope of Work and Specific

Conditions section of this RFI.

Christopher Gross

Christopher L. Gross, C.P.M.
General Manager – Procurement Services

April 10, 2013

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 Respondent(s) an equal opportunity to participate in the RFI process and provide a predetermined set of criteria representing the District's business and service requirements.

1.1.1 CODE OF SILENCE AND CONFLICTS OF INTEREST: The HISD Board has adopted a "Code of Silence" (Board Policy CAA (Local) and "Conflict of Interest Disclosures" (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 RFI, 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 or anyone other than the Project Manager listed in Section 1.1.4 of this RFI.

The "Code of Silence" time period shall begin with the issuance of an RFI and ends upon the execution of the Agreement resulting from the issuance of a closed RFP that will be issued as a result of this RFI. 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 "Conflict 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. For more information please click on the following link:

<http://www.houstonisd.org/Page/38486>

Board Policy CAA (Local) pertaining to the "Code of Silence" and Board Policy BBFA (Local) pertaining to "Conflict 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. Respondent(s) agree and understand that noncompliance with the "Code of Silence" policy may result in disqualification from this RFI and the RFP that will be published in conjunction with this project. 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 response, Respondent(s) agree to provide the information requested in full accordance with the scope of work and other documents as listed herein.

1.1.4 The designated project manager during the RFI process shall be Ken Phillips, Procurement Services, 4400 West 18th Street, Houston, Texas 77092 713-556-6545, (e-mail) kphillip@houstonisd.org

1.1.5 Questions concerning the RFI will be answered only if sent to the Procurement Services Department, in writing via email to project manager on or before **April 22, 2013 at 3:00 P.M.** Central Daylight Savings Time.

1.1.6 All costs related to the preparation and submission of a response to this RFI shall be the responsibility of the Respondent. Issuance of this RFI does not commit HISD, in any way, to pay any costs in the preparation and submission of the response. Nor does the issuance of the RFI obligate HISD to make an award, enter into an agreement, or purchase any goods and services stated in the RFI.

1.2 DEFINITIONS AND TERMS: In this RFI, terms are used as follows:

1.2.1 "Agreement" is defined in Section II, General Terms and Conditions.

1.2.2 "HISD", "Owner", and/or "District" refers to Houston Independent School District.

1.2.3 "Respondent" refers to the person/firm that submits a response to this RFI.

1.2.4 "Project" means the Scope of Work for furnishing services.

1.2.5 "Statement of Qualification", refers to the document submitted in response to this RFI.

1.2.6 "RFI" refers to this Request for Information.

1.2.7 "Scope of Work" is set forth in Section III, Scope of Work and Specific Conditions.

1.2.8 "Awardee" refers to the person(s)/firm(s)/entity(ies) selected for an award of an Agreement pursuant to the RFP to be published as a result of this RFI (but subject to final execution of the Agreement by both the District and the Awardee).

1.2.9 Singular terms shall include the plural and vice versa. A gender reference includes both genders.

1.3 SPECIFICATIONS: Respondent(s) are expected to examine and be familiar with all requirements and obligations of this entire RFI. Failure to do so will be at the Respondent's risk. All exceptions to the specifications and requirements of the RFI must be noted in detail in the Exception Form (Form H hereto) and included in the response to the RFI.

1.4 RFI INFORMATION REQUIRED:

(PLEASE REFER TO THE SCOPE OF WORK, SECTION III.)

1.5 MODIFICATION OR WITHDRAWAL OF RFI RESPONSE: A Respondent may modify or withdraw its response by written or electronic notice received by the Project Manager prior to the exact hour and date specified as the deadline for receipt of the RFI response. A RFI response may also be withdrawn in person by a Respondent's authorized representative prior to the RFI's due date and time, provided the Respondent's identity is confirmed and Respondent's representative signs a receipt for the RFI response.

1.6 OPENING RFI: All RFI response may be opened as soon as received. A formal public "opening" will not be held. Trade secrets and confidential information contained in the RFI response shall not generally be open for public inspection, but HISD's records are subject to the State of Texas Public Information Act requirements (also see Section 2.7 of this RFI).

1.7 SCHEDULE: The following schedule and timelines apply to this RFI.

RFI key dates are the following:

April 13, 2013	RFI Advertised in Houston Chronicle
April 15, 2013	RFI Posted on the Procurement Web-Page
April 20, 2013	RFI Advertised in Houston Chronicle
April 22, time: 3:00 PM	Deadline for receiving supplier questions
April 30, 2013: 2:00 PM	RFI Responses Opened and Recorded

1.8 At the District's sole discretion, one or more Respondent(s) may be invited to an interview/oral presentation. Said Respondent(s) will be notified by e-mail if the District determines that such interviews/oral presentations are needed. Respondent(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District's RFI requirements.

1.9 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 so long as it does not unduly and materially prejudice any Respondent.

1.9.1 **Late arrival responses:** Responses submitted after the due date and time noted in this RFI shall not be considered and shall be returned to the Respondent(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, Room 1C03, 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 Respondent(s) to ensure that his or her response is received at the appropriate location by the specified deadline. **There shall be no exceptions to these requirements.**

1.10 RETENTION OF RFI DOCUMENTATION: All response materials and supporting documentation that are submitted in response to this RFI become the permanent property of HISD.

1.11 RESERVATION OF RIGHTS: The District reserves the right to reject any RFI responses or any part of a RFI response. Additionally, the District reserves the right to waive any requirements of the RFI. The District further reserves the right to reject all RFI responses and seek new RFI responses when such actions would be deemed in the best interests of the District. The District reserves the right to waive any and all minor irregularities in the RFI responses.

BY SUBMITTING A RESPONSE, THE RESPONDENT AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE HOUSTON INDEPENDENT SCHOOL DISTRICT, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY RESPONSE OR OFFER; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, RFI,FOLLOWING RFP OR RELATED

DOCUMENTS; (3) THE REJECTION OF ANY RESPONSE OR ANY PART OF ANY RESPONSE OR OFFER; (4) WAIVER BY THE HOUSTON INDEPENDENT SCHOOL DISTRICT OF ANY TECHNICALITIES IN THE RFI PACKAGE OR ANY RESPONSE, PROPOSAL, OR OFFER; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE RFI SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED RESPONSES OR OFFERS; AND/OR (6) THE AWARD OF A CONTRACT, IF ANY.

II. GENERAL TERMS AND CONDITIONS

2.1 CONFIDENTIAL AND PROPRIETARY INFORMATION: The District and a Respondent and the Awardee(s), if any, 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”). Except as may otherwise be required by law, 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 or agents 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.

2.2 TEXAS PUBLIC INFORMATION ACT (TPIA): Notwithstanding the requirements of Section 2.7 of this RFI, Respondents acknowledge 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 and nothing contained in this RFI; the resulting Agreement(s), if any; or any other document shall operate to require HISD to not fully comply with the TPIA. In the event that a request for documents involves documentation that a Respondent or an Awardee has clearly marked as confidential and/or proprietary, or otherwise is considered Confidential Information, the District will provide the person with the notices under the TPIA. Respondents and Awardees acknowledge that they have 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.

2.3 QUANTITY:

2.3.1 There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by HISD.

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

2.4 GOVERNING LAW: Any Agreement resulting from this RFI 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 located 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.

2.5 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 any Project or by performing any of the functions or obligations relating to any Project. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of HISD. No waiver of a breach of any provision of the contract and/or Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

2.6 NOTICE: Any notice required to be given relating to this RFI 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, or if a party consents, via facsimile or electronic mail in accordance with the Texas Electronic Transactions Act; addressed to the other party at the following addresses:

To: ***Contact Name and Address as listed in the RFI response***

To: Houston Independent School District
Attn: Kenneth Huewitt, CFO
4400 West 18th Street
Houston, Texas 77092
Facsimile: 713-556-6600
E-mail: Khuewitt@houstonisd.org

Copy To: Mr. Christopher L. Gross, C.P.M.
General Manager – Procurement Services
4400 West 18th Street
Houston, Texas 77092
Facsimile: 713-556-6564
E-mail: cgross@houstonisd.org

Copy To: Don Boehm, Finance Attorney
Houston Independent School District
4400 West 18th Street
Houston, Texas 77092
Facsimile: 713-556-6673
E-mail: dboehm@houstonisd.org

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

2.7 SECTION HEADINGS: The headings of sections and paragraphs contained in any document related to the RFI and any Agreement 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.

2.8 THIRD PARTY BENEFICIARIES: Nothing relating to any Project or resulting Agreement, if any, shall be deemed or construed to create any rights in any third party or otherwise give any third party any claim or right of action against HISD or the Awardee(s) including any rights in the nature of third party beneficiaries or fiduciaries.

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

2.10 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 RFI or any resulting 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 SERVICES:

INTRODUCTION

This Request for Information (RFI) for a Teaching and Learning Management System (TLMS) for Houston ISD serves three purposes:

1. Acquiring Information regarding the solutions and features developed to digitally manage curriculum and deliver effective K-12 digital instruction, to aid in issuing the RFP that will cover all of Houston's ISD needs
2. Ensuring that sponsor agencies develop well-conceived RFP documents and clarifying the competitive system requirements.
3. Provide a basis for negotiation of a final RFP agreement.

[Only agencies that respond to this RFI will be considered during the closed RFP process.](#)

Executive Summary

The Houston Independent School District (the District) is seeking a comprehensive Teaching and Learning curriculum management system for use by teachers and students in the Houston ISD High Schools 1:1 program. The system will be used to manage the Texas Essential Knowledge and Skills (TEKS) curriculum, published by the Texas Education Agency, and to deliver K-12 teaching and learning services and products. This entails providing a robust curriculum management (CM) tool; learning objects repository (LOR); and learning management (LM) tools. The TLMS will be hosted by the service provider (the agency) via the Internet (web based) for five (5) years. HISD currently uses separate formative assessment and professional development management systems. Alignment to these systems will be considered.

The acquisition of the TLMS has been identified by the Curriculum and Information Technology departments as a solution to host all of Houston ISD's digital content and Learning tools. The initiative will be developed in phases. Below is an estimate of the anticipated number of licenses per phase (licenses listed are total licenses in use during that period, not "in addition" to.)

Year (Phase) 1 – Curriculum Mapping - Teacher and Content Development

Fall 2013 1300 teacher/designer licenses
 250 Staff (designers/administrators)

Year 2 Progressive addition of all High school Student licenses and all high school Teachers

Fall 2014 203,000 students (and parent access)
 14,000 teachers
 600 Staff (designers/administrators)

Project Overview

Background

The Houston Independent School District, with more than 203,000 students, 279 schools and encompassing 301 square miles within Greater Houston, is the seventh largest district in the USA and the largest district in Texas. The District has six (6) early childhood centers, one hundred and sixty (160) elementary schools, forty one (41) middle schools, forty four (44) high schools and twenty eight (28) combined/other schools.

Goals

- Identify a district-wide digital solution to manage curriculum, content and learning processes aligned to TEKS. The TLMS will facilitate curriculum management and development, lesson planning, host learning materials linked to standards mastery, support communication/collaboration, and provide tools for testing and grading.
- The initial implementation and focus is to support the success of the Houston ISD's high schools 1:1 initiative by providing 24/7 effective learning experiences to all students. Eventually, the TLMS will serve the entire district.
- Enable accurate and right-on-time communication and data services through a seamless integration between the curriculum and learning management processes, and the other relevant district systems and applications.

Scope

Provide and host the Houston ISD cloud-based TLMS solution, to be implemented in phases, including the following services:

- Provider shall be capable of hosting a web-based Teaching and Learning solution for a district the size of Houston ISD

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- The engineering, planning and implementation of seamless integration between the TLMS with the District's SIS (Chancery – PowerSchool), People Soft ver 9.1, and other systems
- Project management services during implementation
- Initial Face-to-face and digital (synchronous and asynchronous) training/professional development services for all user types, to be phased-out by Houston ISD's Professional Support and Development Department
- Ongoing product update and upgrade; and client support for a minimum of five (5) years

Contract Term

The District is seeking a cost-efficient proposal to provide services for an anticipated contract of five (5) years. The final description of services will be defined in an RFP, open only to agencies that respond to the RFI. The actual date of contract will be established by a completed and approved contract.

business requirements

Please describe or illustrate in detail how your product can satisfy the following needs.

K-12 Teaching and learning management System (TLMS) RFI requirements list	
1. Company Name	
2. Product name	
3. Website	
4. Contact person (name, telephone number and email address)	
5. Was your product primarily designed for K-12 Curriculum and Learning Management?	
6. Are there other ISD districts in Texas using your management system now? If so, please provide contact information and/or provide written testimonials regarding the use of your system	
7. Do you currently have a large USA educational district as a client?	
8. How many support staff are actively certified to provided maintenance and support services for your product?	
9. Please indicate the experience level, and number of years of relevant experience for each person that you would assign to the Houston ISD account, were your company selected after the final RFP process. List the areas of support for each.	
10. Indicate the location of your local maintenance and support department (if there is one in this area)	
11. Does your company have a disaster recovery strategy? Please describe.	

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12. Describe the hosting facilities that you have available for a project with the scale and scope of Houston ISD TLMS	
13. How many employees do you have in the Greater Houston metropolitan area, both full and part-time?	
14. How many projects is your company working on for other customers?	
15. What are the general communication requirements at the ISD/District? (i.e., connection to an ISP, full T1 line, or better, etc.)	
16. What are the general communication requirements of users who wish to access the system from their homes? (Cable, broadband, DSL, etc.)	
17. Is there a specific hardware/software required of the user? Provide the optimum requirements.	
18. What operating system configurations are supported by the system?	
19. Are there required internet browser(s) for each operating system?	
20. What are the hours of operation, hours of technical support coverage, % time system is guaranteed available, etc.?	
21. When maintenance is required, how long is the “down-time” period?	

Please explain if your system has the following features or solutions:

Curriculum Management	Priority	Y/N – Comments, features
1. The system is capable of incorporating the Texas Essential Knowledge and Skills (TEKS,) including multiple learning objectives (L.O.s) for each competency and/or skill, pacing guide, scope, sequence and calendar	1	
2. A Learning Object Repository (LOR or Library) to store various video, audio, text, interactive content and image file types	1	
3. Ability to save content to repository as either Learning or Teaching resources	1	
4. The ability to map specific content and quiz questions to specific L.O.s	1	
5. Ability to add content to repository by linking URLs, storing files created within the system, or to upload files, including 3 rd party content	1	
6. Provide external notification to teachers when material has been revised; ability to keep historical record of previous versions	2	
7. Metadata fields for content	1	
8. (Teachers/students) can rate and write comments about content and learning objects	1	
9. Variable criteria file search (key words, standards, subject, file name, file type, type of resource, date, most used, author, rating)	1	

Course Design/ Delivery and Learning Management	Priority	Y/N – Comments, features
Master course and section creation through Chancery 7.6 (2013) and Chancery PowerSchool SMS 8X (2014)	1	
Course templates	1	
Modular Lesson Plan Builder	1	
Content creation (WYSWYG interface)	1	
Content upload	1	
Equation editor	1	
Various quiz/assessments maker	1	
Rubrics tool	1	
Assignment creator, drop boxes	1	
Threaded discussions board	1	
Wiki tool	1	
Blogging tool	1	
Bookmarking?	2	
Personal learning plans	1	

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Note-taking tool?	2	
Grade book	1	
Document sharing	1	
Chatting (pairs, groups, monitored, unmonitored, safety features?)	1	
SMS alerts	1	
Synchronous live delivery (with whiteboard, screen sharing, chat, video)	1	
Archival solutions of synchronous presentations	1	
Integration with other 3 rd party tool (such as: EdPlan, Turnitin, Prezi, Edmodo, Office 365, Google apps, etc. – Add list in appendix, refer to 5.30)	1	
Discuss the possible integration with applications used in HISD (such as EdPlan and Desire2Learn (D2L))	2	
Does your product host videos, drag-and-drop activities, math symbols and simulations?	1	
Teacher/designer is able to modify content/learning objects, once imported to a specific course/section	1	
Modified content remains in section, and it becomes the “original” for that teacher or group of teachers. Changed version becomes “child” of the parent (not true of 3 rd party content.)	1	
A search in the LOR allows to see content parent version and threaded modifications by teachers or groups of teachers	1	
Direct administrator level access to assignment and assessment data	1	

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Ability to export grades from TLMS' grade book to Chancery-Powerschool (or GradeSpeed)	1	
Ability to import and export pertinent data to other district's systems	2	
Per class or universal calendar view (all classes)	2	
Multiple and customizable roles, including the ability to hold more than one role in each course/class	1	
Option to enable calculator use on toolbar during assessments	2	
Analytic tools to (a) track usage and interactions, (b) assess attainment of TEKS and specific L. O.s, (c) identify groups of learners who have attained same levels to target instruction	1	
Ability to link to external email system. For example, teachers or students can set up their internal (TLMS) mail to be delivered to their external email address	1	
Ability to incorporate other third party applications (as, for example, Edmodo, Turnitin, Prezi, web-based conferencing) if a similar program is not already included in TLMS	1	
Ability to communicate with parents internally, through student account "relationship" tool	1	
Ability to send automated external student and teacher notifications to signal deadlines or actions required	1	
Content creation does not require advanced programming knowledge (modularized, and menu-driven)	1	
Ability to assign recommended content, by standard, to individuals and class	1	
Discuss learner customization options (any other than widgets mentioned)	2	
Ability to organize content in folders and subfolders	1	

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Export of course content from one year to the next, with file/folder structure included	1	
Hide/show content and selective release – through variable criteria, such as, item completion, score, learner, date, etc.	1	
System is device and browser agnostic	1	
Mobile device compatible (Android, Windows, IOs)	1	
Assessments can be taken in mobile devices (tablets)	2	
User friendly (navigation)	1	

Optional Services	Comments (Y/N, comments, features)
Does your company have TEKS aligned content? Explain	
If you have it, is content dynamic? (interaction, note-taking, pop-ups, terms, etc.)	
Does your content allow teachers to create “test yourself” objects and design assessments?	
Does your LMS provide the option of delivering professional development courses to teachers and staff?	

Language Support	Comments (Y/N, comments, features)
1. Spanish	
2. French	
3. German	
4. Mandarin	
5. Portuguese	
6. Arabic	
7. Other	

Safety, Security, Administration and Support	Priority	Comments (Y/N, comments)
1. FERPA and COPPA compliant if student, faculty and staff or parent information is stored in the system.	1	
2. If available, provide a copy of their SAS70 document or outline in detail what security measures are in place to protect HISD's data		
3. Provide detailed documentation for how the solution integrates with the district's Active directory via SAML 2.0 federation for single sign-on purposes.	1	
4. Describe the system development lifecycle for the product (SDLC) and how security is built into the tool	1	

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5. If the solution is hosted at a third party provider, describe how HISD data is segregated from other districts and what security measures the hosting provider has in place.	1	
6. ADA compliance	1	
7. Other accessibility features/solutions for poor sight (high contrast views,) slow readers, universal reader, etc.	1	
8. Discuss the possibility to integrate with Kurzweil 3000, v.13	1	
9. Discuss District's administration communications to and from TLMS (such as pushing announcements, calendar events into TLMS calendars, by role.)	2	
10. Use of widgets to personalize dashboards, add functions and applications, or any other app development potential	2	
11. Toll-free help-desk live operator; waiting period not longer than 1 minute, indicate hours/availability	1	
12. Support: live chat and online Q&A available?	1	
13. Other help desk methods?	1	
14. Please describe options for data integration (i.e., Webservice, xml, etc.) and frequency options	1	

Standards	Comments (Y/N, comments)
1. IMS Global Learning Consortium	
2. SCORM	
3. Content Cartridge	

4. Other	
----------	--

Implementation, Project Management and Professional Development	Priority	Comments (Y/N, comments)
1. 24/7 access to online pre-recorded animated tutorials	1	
2. Face-to-face and online live training events	1	
3. Off-line tutorials	1	
4. Train-the-trainer events on the use of the LMS for multiple parties (teachers, students, administrators, designers, parents)	1	
5. Maintenance and updates for a period of five (5) years	1	
6. Indicate expected frequency of “down” time for maintenance and upgrades, including number of hours	1	
7. Implementation plan, based on District’s needs, including project management services and sustainability plan for on-going professional development	1	
8. Does your system provide for tracking of learning activities as it pertains to the TLMS usage by teachers (which would provide evidence of on-the-job learning?)		

Pricing	Comments
1. Are price lists for your products and bundled products (third-party) products incorporated in a solution) publicly available on your website?	

2. Do you charge for number of students and teacher licenses only? (For example, parents, administrators and designers' licenses are supported, but not counted in price?)	
3. Estimated per client price for 10,000 users	
4. Estimated per-client price for 100,000 users	
5. Would there be extra costs for users outside the firewall (parents, teachers and students on non-district provided devices?)	
6. Do you support annual contract pricing?	
7. Do you support hosted installations?	
8. Discuss whether pricing is based on concurrent or named user	
9. Options and prices for maintenance and support	
10. Options and prices for training system administrators, developers and other roles	

Product Development	Comments (Unique features?)
1. Please describe the top three to five dominant trends in product demand that you perceive are unfolding in K-12	
2. Please provide a copy of your product road-map, describing research and development for your k-12 LMS during the next three to four years	
3. Please provide a copy of a release schedule for planned enhancement and new functions to be delivered during the next two years	

Architecture	Comments (Unique features?)
1. Provide the architecture model/design for your K-12 learning system	
2. List the components of your current K-12 learning system	
3. List the components that can be sold separately	
4. Is your product line .org compliant?	
5. Describe the cadence of product release cycles	
6. Is your product line Java Platform, Enterprise Edition (Java EE) compliant?	
7. Please comment	
8. Describe how you provide and use web services	
9. Provide information about the tools, components and technologies for learning content development and authoring that your solution uses (for example, content integration, format conversion, simulations, interactivity and animation). If you don't have this capability, discuss 3 rd party compatible products	
10. Specify required wifi speed/per hundred users in school facilities	

Project references -- (Appendix -- I)

The basic partner should at least list three previous projects achieved providing project scope, date, owner, status, pricing...etc.

3.2.2 PROCEDURES FOR SUBMITTING PROPOSALS:

3.2.2.1 Delivery Methods:

A. Mail Delivery:

Submit, in writing, one original and one (1) soft copy submitted in PDF format on CD media or USB Flash Drive to be received no later than **April 30, 2013 at 2 P.M. Central Daylight Savings Time**

TO:

Project Number: 13-04-04 RFI/TLMS
Deadline of April 30, 2013 at 2 P.M. Central Daylight Savings Time
Houston Independent School District
4400 West 18th Street
Houston, Texas 77092

B. Hand Delivery:

On hand-delivered proposals, it will be the sole responsibility of the submitting firms to have the proposal envelope date and time stamped in the Board of Education office before the deadline. RFI Responses will be neither date/time stamped nor accepted after the 2 P.M CDST deadline. Envelopes should be plainly marked "RFI/TLMS."

3.2.2.2 Proposal Contents

A. Cover Letter

G. Required Forms

Proposers shall complete forms A - I and include these forms with their submitted proposal.

The submittal package must contain:

1. One (1) original submittal package with original signatures, and that set should be labeled "ORIGINAL"
2. One (1) softcopy in PDF format submitted on CD media or USB Flash Drive.

3.3 SUBMITTAL CONTENT:

The printed original and printed copy of the RFI response shall be bound using metal spiral binding spines, plastic/vinyl comb binding spines, or other semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8-1/2" by 11 ") or, if folded to that dimension, twice letter size (11" by 17"). Each section (defined below) shall be separated by a tabbed divider.

Each RFI Response shall be organized in the following order:

1. Form A – CERTIFICATION AND DISCLOSURE STATEMENT
2. Form B – MWBE Form
3. Form C – FREE OF INDEBTEDNESS STATEMENT
4. Form D – CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
5. Form E – STATEMENT OF NON-COLLUSION
6. Form F – ANTI-TRUST CERTIFICATION STATEMENT
7. Form G – CONFLICT OF INTEREST QUESTIONNAIRE
8. Form H – EXCEPTION FORM
9. Form I – AWARDEES' RELATIONS – CHE (LOCAL) QUESTIONNAIRE
10. Proof of Insurance

IV. FORM A - 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. (Attach 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

VI. FORM –B

M/WBE PARTICIPATION REPORT

The Office of Business Assistance was established by the Board of Education in 1988 to assist minority and women-owned businesses (“M/WBE”) to participate in various District business projects. The District’s M/WBE participation goals are as follows:

NOTE: For the purpose of this RFI—complete the form with a percentage figure if you are using option B or C. This form is not a requirement of the RFI but will be required should you choose to participate in the follow-up RFP. If the form is completed during this RFI process it will not be a requirement for your company during the RFP process.

20% for Purchasing
20% for Construction
25% for Professional Services

The District requires all M/WBE documents and supporting materials to be completed and submitted with a response to a Request for Proposal. The attached M/WBE form is the approved District form that must be used when submitting your proposal. If the Proposer(s) has an adoptive, operative M/WBE program, information concerning the program should be included and submitted with this Form. Please select the option that is applicable to your proposal and submit ONLY those documents pertaining to the option selected. The form should be submitted with a manual signature by an official from the Proposer’s company. Detailed below are descriptions of the three options:

Option A is to be used by entities that are certified by one of the following agencies: *City of Houston (MBE and/or WBE only); Houston Minority Supplier Development Council and Women’s Business Enterprise Alliance.*

Option B is to be used by entities that are not certified, but will directly utilize M/WBE businesses to meet and/or exceed the District’s appropriate 20-25% participation goal.

Option C is to be used by entities that are not certified and are unable to meet the District’s participation goal, but will meet the minimum standards of “Good Faith”. (Please see Option C on attached M/WBE form for more details on “Good Faith Efforts” documentation)

To better assist Proposers and/or Suppliers interested in working with the District and to address specific questions on the M/WBE documentation, the Business Assistance Department hosts a meeting the first Monday of each month beginning at 8:30 a.m. at the Hattie Mae White Educational Support Center. For questions regarding the District’s M/WBE program, how to complete the attached form, or information on monthly meetings, please contact Business Assistance at (713) 556-7273.



M/WBE PARTICIPATION REPORT

Business Assistance Department

HISD PROJECT NUMBER: _____ BID/PROPOSAL DUE DATE: _____
 BID/PROPOSAL TITLE: _____
 NAME OF CONTRACTOR/SUPPLIER: _____
 PHONE NUMBER: _____ EMAIL ADDRESS: _____

***Select ONE (1) of the following M/WBE Participation Options below and complete section in its entirety.**

NON-PROFIT - 501(C)3 entities should check this box and attach a copy of their IRS determination letter and sign and date this form.

OPTION A - Certified M/WBE: Complete section if proposer is a certified minority and/or woman-owned business enterprise with (i) City of Houston; (ii) Houston Minority Supplier Development Council; and/or (iii) Women's Business Enterprise Alliance.
 Current Certification(s): _____
 Certification(s) Expiration: _____
** Proposer must attach Certification(s) to this form.*

Subcontract - M/WBE Proposer will subcontract with other M/WBEs (optional).
 Additional M/WBE Subcontractor Amount: \$ _____ Additional M/WBE Commitment: _____ %
** Proposer must fill out (Table 1) with M/WBE subcontractors.*

OPTION B - Subcontract: Complete section if proposer will subcontract with M/WBE firm(s) to meet/exceed participation goal.
HISD Participation Goals - 20% for Purchasing of Goods & Non Professional Services, 20% for Construction and Construction related projects, 25% for Professional Services
 Total Bid/Proposal Amount \$ _____ Total M/WBE Participation Amount \$ _____ M/WBE Percentage _____ %
** Proposer must complete (Table 1) below with M/WBE subcontractor information.*

OPTION C - Good Faith Effort: Complete section if proposer will meet the minimum standards of "Good Faith Effort".
 Check appropriate box and submit required documentation for selection.

Subcontract - Proposer will subcontract with M/WBE firm(s), but will not meet HISD participation goal.
 Total Bid/Proposal Amount \$ _____ Total M/WBE Participation Amount \$ _____ M/WBE Percentage _____ %
** Proposer must complete (Table 1) below with M/WBE subcontractor information.*

Indirect Spend with M/WBE(s) - Procurement of M/WBE Goods & Services in Proposer's daily business operations.
 (i.e. office supplies, marketing/advertising, printing, professional services, consulting services, accounting, etc.)
** Proposer must attach their company's supplier diversity program & spend documentation, and/or HISD's Indirect Spend Report.*

Direct Contact with M/WBE Certifying Agencies, Organizations, Trade Associations, and Newspapers.
** Proposer must attach copies of letters, facsimiles, and telephone logs of at least (5) M/WBE certifying agencies, organizations, trade associations, and/or newspapers contacted to solicit M/WBE participation; Contact must be made at least (5) business days before the bid opening date. *Proposer must attach documentation of direct contact to M/WBE(s) and the responses received from M/WBE companies.*

Table 1

NAME OF M/WBE FIRM	TELEPHONE NUMBER	CONTACT NAME	SCOPE OF SERVICE	AGREED PRICE

CONSTRUCTION AND CONSTRUCTION RELATED PROJECTS ONLY:
 Efforts have been made to subcontract portions of work with various M/WBEs to meet and/or exceed the participation goal.
 Efforts to assist M/WBEs in obtaining bonding, lines of credit, or insurance, if required.

Signature of Officer _____ Date _____ Name of Officer (Print) _____

V. FORM C - 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, Awardees 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

VI. FORM D - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

VII. FORM E - STATEMENT OF NON-COLLUSION

The undersigned Respondent does hereby certify:

- a) That all statements of fact in such RFI response are true.
- b) That such RFI response was not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- c) That such RFI response is genuine and not collusive or sham.
- d) That Respondent(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 Respondent(s) did not, directly or indirectly, collude, conspire, connive or agree with anyone else who would submit a false or sham RFI response.
- f) That Respondent(s) did not, directly or indirectly 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 Respondent in his business.
- g) That Respondent(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.
- h) 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.
- i) 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

VIII. FORM F - ANTI-TRUST 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 respond to this RFI on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this RFI, 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 RFI, 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 RFI 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 _____

Respondent Signature _____

Respondent Printed Name _____

Position with Company _____

(IF DIFFERENT FROM ABOVE)

Official Authorizing RFI Response

Corporate Officer's Signature _____

Printed Name _____

Position with Company _____

IX. FORM G - CONFLICT OF INTEREST QUESTIONNAIRE FORM

CONFLICT OF INTEREST QUESTIONNAIRE FORM		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. 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>	<p style="text-align: center; margin: 0;">OFFICE USE ONLY</p> <p>Date Received</p>	
<p>1. Name of person doing business with local governmental entity.</p>		
<p>2. <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 st 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>		
<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.</p>		
<p>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.</p>		

CONFLICT OF INTEREST QUESTIONNAIRE FORM
For Vendor or other person doing business with local governmental entity

FORM CIQ

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.

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 Respondent, that Affiant is associated with the RFI response 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

XI. FORM H - EXCEPTION FORM

All deviations and exceptions to this RFI 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 Respondent(s) assures HISD of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of the RFI. **THIS EXCEPTION FORM MUST BE SIGNED BY EACH RESPONDENT(S) WHETHER THERE ARE EXCEPTIONS LISTED OR NOT, AND SUBMITTED WITH THE RFI RESPONSE.**

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

Company Name

Corporate Officer's Signature

Printed Name

XII. FORM I - AWARDEE RELATIONS – CHE (LOCAL) QUESTIONNAIRE

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

Legal Name of Business: _____

Type of Business and types of products or services provided:

 _____.

Business Mailing Address: _____.

City: _____ State: _____ Zip Code _____

Business Street Address: _____

City: _____ State: _____ Zip Code _____

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

Parent Company

Subsidiaries	Subsidiaries

Other Names	Other Names

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

RFI/TLMS Project # 13-04-04

Names	Names

Certification of authority and/or any license or certificate required to conduct business within the State of Texas and/or any applicable local municipalities 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 your firm and any company owners, principal shareholders or stockholders, officers, agents, salespeople or employees over the last ten years.

Style of Litigation	Type of Litigation	Current Status

Relationship to any Political Action Committees (PAC)

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

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

CORPORATE OFFICER'S SIGNATURE

PRINTED NAME

TITLE