

Request for Proposal for
Tomball Independent School District
RFP 976-24 Traffic Signals and Related Equipment
Provide and Install Three Traffic Signal Systems to be installed at Three locations within

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I. GENERAL INFORMATION

DATED: 04-12-2024

EQUIPMENT: Provide, Construct, and Install Traffic Signals and Related Equipment further defined in the RFP and included Section VI.

PROJECT NAME: Tomball ISD – RFP 976-24 Traffic Signals
This project is for (3) separate locations with different priorities for completion.

PROJECT ADDRESS:
Locations listed in chronological order of intended completion

Location One: TS-01
At or about 19009 Juergen Rd, Cypress, Texas

Location Two: TS-02
At or about 11211 FM 2920, Tomball, Texas

Location Three: TS-03
At or about 17702 Mueschke Rd, Cypress, Texas

Addresses are all within Tomball ISD boundaries.

- A. Tomball Independent School District is respectfully requesting qualified contractors to provide proposals for three separate traffic signals and related equipment at three separate locations. The locations are noted above, and individual project/locations are referred to in this document as TS-1, TS-2, and TS-3.
1. Cost of Work – Total budgeted amount for all (3) locations is \$640,000
 2. Contingency – The total Owner Contingency for all (3) locations is \$ 50,000
 3. Total Contract budget including contingencies for all (3) locations is \$690,000
- B. The proposer shall answer all questions leaving no space blank where questions are asked for in this RFP. Use N/A where your response is not applicable. You must utilize the provided bid form. Additional information may be provided but it should be provided behind the required forms. All forms must but be signed for a proposal to be considered valid.
- C. Tomball ISD has elected to group these projects into one agreement for convenience and coordination efficiency. Critical dates are listed below in this RFP. It is perfectly acceptable to deliver the equipment ahead of schedule. If the proposer feels at the time of your proposal submission, that either of the delivery dates are not achievable, it is the proposer's responsibility to establish the date and time in which completion can be achieved. In NO WAY is it acceptable to deliver the equipment after the quoted delivery

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date except for situations where the delay is not due to the proposer's action or inaction. The basis of design for each location are included in the provided drawings as a part of this RFP. If you wish to propose any alternates, you must request a change during the bid process with qualifications for why the change is warranted. The same criteria for the basis of design must be met including quality, performance and overall physical characteristics that require no further rework or modification to adjacent work by others. Alternate manufacturers must maintain the same or improved timelines to be considered. All proposals shall be based on performance and design basis most directly competing with the stated basis of design model. Final determination of compliance and acceptance shall be at Tomball ISD's sole discretion. Variations should meet the standard being nominal in nature with minimal effect on output performance, life span of equipment, ease of installation and maintenance, energy usage and other similar criteria listed in the documents. However, there are no forgone conclusions.

- D. Should you have additional questions, concerns or ideas regarding the RFP terms please contact:

Program Manager
Lockwood, Andrews & Newnam, Inc. (LAN)
Robert Wilbanks, AIA
rwilbanks@lan-inc.com
832.570.7078

- E. Should you have any questions regarding the design or basis of design, please contact the appropriate design engineer of record.

TS-01 and TS-03
Amani Engineering
Mahesh Dutta, P.E., CFM
mdutta@amaniengineering.com

TS-02
Quiddity
Colby Wright, PE, PTOE, RSP1
cwright@quiddity.com
713.777.5337

- F. Detailed questions shall be made via email to allow time for review and to qualify the responses. The Design Engineer will review questions comparatively against the intended design performance criteria. In some cases, the Design Engineer may contact the proposer directly. Only responses provided as a final response and made in writing via Addendum shall be assumed to be correct. If the proposer does not receive the response in writing, the proposer shall identify any variation submitted by describing it per Section

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- XV – Exceptions. In all cases the Program Manager shall be copied on all correspondence. Any questions regarding criteria acceptance should be directed to the Program Manager.
- G. Please submit your proposal via email to:

Kasey Fields
Construction Specialist
Tomball ISD
kaseyfields@tomballisd.net

- H. Proposals are due no later than dates provided below but improvement on these project delivery dates is a plus and will be considered when reviewing all proposals.
- I. Tomball ISD reserves the right to cancel or modify this request at any time. Proposers understand they shall bear the entire cost of preparing their proposals. A final decision will be made by Tomball ISD based upon the entirety of all submission information received and any other sources they wish to consult.

II. SCHEDULE

- A. The intent is to take delivery of the completed project on or before the dates as noted below.
1. TS-01 – Tomball West Campus Juergen Rd
At or about 19009 Juergen Rd, Cypress, Texas
August 15, 2024
 2. TS-02 – Tomball Innovation Center, FM 2920
At or about 11211 FM 2920, Tomball, Texas
TS-02 September 15, 2024
 3. TS-03 – Tomball West Campus, Mueschke Rd
At or about 17702 Mueschke Rd, Cypress, Texas
TS-03 August 1, 2025
- B. Delivery of the proposer's equipment shall be no later than is necessary to achieve the intended substantial completion dates. As part of this RFP, your projected dates are requested on the Bid Form.
- C. Once a General Contractor has been selected, actual dates may be adjusted pending the final construction schedule, permit approvals and any necessary Owner approvals. Where these dates may be improved, please note those dates in your proposal on the bid form. If the improvements are based on a modified plan of work, please describe these constraints necessary to achieve the proposed improvement or delay. Selection criteria will consider delivery schedule and product availability. Earlier delivery is acceptable with notice or as accepted at bid time.



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III. PROCESS OF SELECTION AND APPROVAL DATES

As a public entity, formal acceptance of any bid over a certain dollar amount must be presented and approved by the Tomball ISD Board of Trustees. Until this approval has taken place, a Purchase Order cannot be released. If the proposer has specific requirements prior to release of equipment for manufacture and/or order, those requirements shall be made on the bid form in the space allowed for special requirements of the vendor which includes any monetary requirements.

Scoring shall be based upon the following values and area of importance.

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IV. PROBABLE SCHEDULE OF EVENTS

	<u>Date</u>	<u>Time</u>	<u>Event</u>
A.	April 12, 2024 April 19, 2024 April 15, 2024	N/A N/A N/A.	1st Advertisement Posted for this CSP. 2nd Advertisement Posted for this CSP. RFP Posted on TISD Website
B.	April 23, 2024	09:00 A.M.	Pre-Proposal Conference 1110 Baker Drive Tomball, Texas 77375 Site Visit may follow this conference
C.	April 24, 2024	1:00 P.M.	References submitted in Excel File provided with RFP Send to: Juanita Soto (832) 374-0334 jgalaviz@lan-inc.com
D.	April 29, 2024	2:00 P.M.	Deadline for questions
E.	April 30, 2024	11:30 A.M.	Final Addendum Posted (Please check the website before submitting a proposal in the event a last-minute update is to be posted. This is not planned.)
F.	May 2, 2024	01:30 P.M.	Proposals Due Attn: Mr. Zachery Boles, CFO 1110 Baker Drive Tomball, Texas 77375
G.	May 2, 2024	01:35 P.M.	Public Opening of Bids Same location where bids were submitted
I.	May 2, 2024	N/A	Final Evaluations Complete – Recommendation to the BOT is written.
J.	May 14, 2024	5:30 P.M.	Regular BOT meeting – Presented for Approval
K.	May 15, 2024	12:00 P.M.	Final Contract Agreement and General Conditions sent to Successful Bidder for Execution.
L.	May 16, 2024	12:00 P.M.	Anticipated Notice to Proceed.
M.	August 15, 2024 September 15, 2024 August 1, 2025	11:59 P.M. 11:59 P.M. 11:59 P.M.	TS-01 Substantial Completion Deadline – (Juergen Rd) TS-02 Substantial Completion Deadline – (FM 2920) TS-03 Substantial Completion Deadline – (Mueschke Rd)

**Note-all times are Central Standard Time

A. Any Proposal received after the scheduled due date will not be considered and will be returned unopened. Unsigned Proposals and/or Proposals received via Facsimile or Email will not be considered. Pursuant to the provisions of the Texas Government Code §2269.253, the Owner’s staff will publicly open and read aloud the names of the respondents and monetary offer stated in the Proposals. Within Forty-five (45) days following the date of the opening, the proposals will be evaluated and ranked in relation to the selection criteria set forth herein. Award will be made utilizing the Evaluation Criteria

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as required by Texas Government Code §2269.254 and as stated herein. Respondents must provide all requested information; and failure to comply with any portion of the solicitation will be reflected in the evaluation process. Proposals that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a proposer may have the right to change any other error or mistake in the proposal as may be permitted by applicable law and subject to the approval of the Owner, unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the proposer making such change.

V. SCOPE OF WORK BY SITE

A. TS-01 & TS-02 – by Amani Engineering

SCOPE OF WORK

1. Scope of work (Juergen Road and Mueschke Road) is to furnish and install traffic signal system, including but not limited to 30', 35' and 44' steel mast arms, 40' wooden poles with LED luminaire and accuscan radar detectors, steel strain pole, meter pole, PED pole, ground mounted cabinet, conduit, cables, signal pole foundation, polymer concrete Type D pull boxes with lid and apron, polymer concrete ground box with lid and apron, loop detectors associated fixtures, complete in place for the operation of traffic signals. Scope also includes traffic control during construction, permanent pavement markings and striping.
2. Assist with CPE coordination. This process has been started already.
3. The design drawing package and specifications are attached, provided for your use. Note that the Harris County approval is pending.
4. There are no unique issues identified with these two locations.

B. TS-03 – by Quiddity Engineering

1. Scope of work (FM 2920) is to furnish and install traffic signals using 40' wood poles w/ Luminaire, VIVDS Detector and Pole Mounted Controller / Cabinet. Refer to the drawings for specifics of the project. This work shall be in accordance with Txdot permit and notification requirements. See below.

10. The Permittee will contact the State's representative TxDOT West Harris Maintenance office (William Johns) telephone, (713) 934-5900 , at least twenty-four (24) hours prior to beginning the work authorized by this permit.

17. This permit is subject to a separate traffic control plan being approved by the Area Engineer. All work must follow the [TxDOT Traffic Control Plan Standards](#), Latest Revision, or if approved, Typical Applications shown in the Texas Manual on Uniform Traffic Control Devices, Latest Revision, Chapter 6-H. The advanced warning signage shown on standards BC(1)-21 thru BC(12)-21 will be required. It is mutually agreed and understood that the implementation and maintenance of the traffic control plan shall be the responsibility of the Permittee. Contractor is required to supply all sub-contractors with a copy of this permit and approved traffic control plan.

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33. The contractor or sub-contractor is required to contact the TxDOT [Local Maintenance Office](#) Supervisor a minimum of 72 hours prior to commencing any work.

- Brazoria Maintenance Office – Permit Section 2: 979-864-8550
- Galveston Maintenance Office – Permit Section 3: 409-978-2551
- Fort Bend Maintenance Office – Permit Section 4: 281-238-7950
- Montgomery Maintenance Office – Permit Section 5: 936-538-3350
- Southeast Harris Maintenance Office – Permit Section 6: 281-464-5540
- Waller Maintenance Office – Permit Section 7: 979-921-2400
- West Harris Maintenance Office – Permit Section 8: 713-934-5900
- Metro Houston Maintenance Office – Permit Section 9: 713-636-7400
- North Harris Maintenance Office – Permit Section 10: 281-319-6450

2. Assist with CPE coordination. This process has been started already.
3. The design drawing package and specifications are attached, provided for your use. Note that the TxDot approval is pending.
4. Unique issues identified with this location is Construction of a wood pole traffic signal at the existing intersection of FM 2920 and TISD Driveway for the existing Tomball ISD District Facility and restriping of the exiting TWLTL to provide a westbound left turn lane and stop bars.

VI. SUBMISSION REQUIREMENTS

- A. There are (4) separate REQUIRED responses. Refer to Section VIV PROBABLE SCHEDULE OF EVENTS for dates and times.
 1. References due via email.
 2. Questions due via email.
 3. Proposals due in a sealed envelope.
 4. Financials due in a sealed envelope separate from your proposal.
- B. All responses (Items 3 & 4 above), must be provided in a sealed envelope/package labeled as follows:

(Proposal Label)

(2) Hard Copies, (1) original and one copy plus a PDF of the Entire Proposal on USB Thumb Drive

PROPOSAL FOR
RFP #976-24 - Traffic Signals and Related Equipment
Attention: ZACHERY BOLES, CFO
310 S. CHERRY STREET
TOMBALL, TEXAS

(Financials Label)

(1) Original Hard Copy

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FINANCIALS FOR
RFP #976-24 - Traffic Signals and Related Equipment
Attention: ZACHERY BOLES, CFO
310 S. CHERRY STREET
TOMBALL, TEXAS

VII. QUESTIONS

- A. Questions concerning this RFP process and administration including the probable schedule of events and agreements, shall be directed to the owner's program manager, in writing, to the email address below.
- B. Questions concerning the construction documents and specifications shall be addressed to the architect, in writing, to the email address below. Verbal questions and explanations if any, are not permitted other than as described by this section.
- C. Answers to questions will be issued in an addendum issued by the program manager and will include responses from the architect/engineer and will be posted on owner's website.
- D. The owner's website shall be the only official location of plans, specifications, and addenda.

VIII. PROPOSAL INSTRUCTIONS

E. Instructions

- 1. Fill in all blanks on the Bid Form.
- 2. The district will provide Tax Exemption document to the successful proposer.
- 3. Price must be held for 45 days from submittal. If this impacts the first delivery, please note a time dependent date. A required date for issuance of a PO to the proposer cannot be prior to date noted in this RFP due to state purchasing rules and district policies.
- 4. By submitting the proposer is acknowledging and accepting all stated criteria.
- 5. On the bid form, provide date submittals will be available based on the Notice to Proceed.
- 6. Assuming a (3) week approval process, on the bid form provide soonest dates possible for availability.
- 7. Substantial Completion date is defined as the date the equipment is installed and fully operational including any required Owner training.
- 8. Data Sheets for the units you are proposing which most closely matches the District's requested equipment are to be submitted with the proposal.

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9. For alternates submitted which are not a part of the listed manufacturers, indicate on your data sheet where your product differs in any way from the requested product. It is very important for rating your proposal to make these indications.
10. Supplier agrees that the Warranty does NOT begin until equipment has been commissioned by a manufacturer qualified installer or Commissioning Agent. Tomball ISD will have a Commissioning Agent as a consultant.
11. Supplier agrees to transfer (1) year construction warranty under the General Contractor. Extended warranties will remain with the district.
12. It shall be understood that by submitting your proposal that everything noted within this document is accepted unless agreed upon prior to proposal submission in writing. Should you take any exception please provide those exceptions in Section XV. Documentation of an exception does not mean it is accepted. Discussions after bid date are not considered.
13. Assumed start date shall be the date of Notice to Proceed and any special descriptions within that notice.

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IX. EXHIBIT A - PROPOSAL FORM

F. Company Information - (Please utilize this format.)

1. Name of Firm:

a) _____
 Contact Address:

b) _____
 Phone Number:

c) _____
 Years in Business under the current name:

2. Provide the following information for this company:

	2019	2020	2021	2022	2023
Annual Billings for the past (5) years					

3. List at least (5) projects which most closely match this RFP requirement. Utilize the provided MS Excel File. Ideally the projects will also be the same as the references you are providing.

4. Name of Project Manager:

d) _____
 Years of Experience:

e) _____
 Years of Experience in this role:

5. Name of Superintendent:

f) _____
 Years of Experience:

g) _____
 Years of Experience in this role:

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X. EXHIBIT B - BID FORM

Having examined the Request for Proposal prepared by the Owner, and in submitting this proposal, the undersigned agrees to the following:

- A. To hold the proposal, open for acceptance by the Owner for 60 days.
- B. To hold alternate proposals, open for acceptance by the Owner for 120 days
- C. To execute Contract Documents within ten (10) days after the prescribed forms are presented for signature and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract.
- D. The Owner maintains the right to reject any or all proposals, to waive informalities or minor irregularities in the proposal process and to accept the proposal which the Owner considers most advantageous. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in the submission.
- E. That this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.
- F. The Owner reserves the right to negotiate with any Respondent in a manner permitted by law.
- G. The undersigned has reviewed the Contract and exhibits as modified by Owner and agrees to execute a final version of these contacts in accordance with the attached terms, subject to final approval by Owner.
- H. By providing a response, each Applicant agrees to waive any claim it has or may have against the Owner, its Trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any response; waiver of any requirements in the Request for Proposals; acceptance or rejection of any response and award of the Contract.
- I. The cost of developing a response is the sole responsibility of the Applicant. The Owner will not provide reimbursement of such cost and will not be liable for any preparation cost for any reason whatsoever.
- J. Respondent has visited the site of the proposed work or was given the opportunity to visit the site and fully acquaint themselves with the existing conditions there and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The Respondent should thoroughly examine and familiarize themselves with the drawings, technical specifications, and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint themselves with the conditions there existing. The Owner will be justified in rejecting any claim based on lack of inspection of the site prior to the proposal.

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K. **Addenda:** The undersigned acknowledges receipt of:

Addenda 1dated....._ / _ / _
 Addenda 2dated....._ / _ / _
 Addenda 3dated....._ / _ / _
 Addenda 4dated....._ / _ / _

(Add as needed.)

FEE PROPOSAL

L. Total Construction Cost including Owner’s Contingency and all Permitting Costs.

TS-01 \$ _____

Substantial Completion Date (If different from this RFP) _____

TS-02 \$ _____

Substantial Completion Date (If different from this RFP) _____

TS-03 \$ _____

Substantial Completion Date (If different from this RFP) _____

Total Cost of the Project: \$ _____ (Written in figures)

_____ (Written in words)

M. Company Information

Company: _____

Address: _____

City

ST

Zip

Telephone: _____ Fax: _____ Email: _____

Printed Name/Title: _____ Signature: _____

State whether firm is a: Corporation Partnership Individual

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XI. EXHIBIT C – RFP TERMS AND CONDITIONS

- A. Acceptance of the following terms is understood by submission of a proposal. Additional project specific terms are also noted in the Agreement.
- B. The Proposer agrees to hold the proposal open for acceptance by the Owner for 45 days.
- C. The Owner maintains the right to reject any or all proposals, to waive informalities or minor irregularities in the proposal process and to accept the proposal which the Owner considers most advantageous. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in the submission.
- D. The submitted Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.
- E. The Owner reserves the right to negotiate with any Respondent in a manner permitted by law.
- F. The undersigned has reviewed the Contract Terms and exhibits as modified by Owner and agrees to those terms, subject to final approval by Owner.
- G. By providing a response, each Applicant agrees to waive any claim it has or may have against the Owner, its Trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any response; waiver of any requirements in the Request for Proposals; acceptance or rejection of any response and award of the Contract.
- H. The cost of developing a response is the sole responsibility of the Applicant. The Owner will not provide reimbursement of such cost and will not be liable for any preparation cost for any reason.
- I. The Owner reserves the right to divide the work in any manner that serves the best interest of and is the best value for the Owner. Further, it is expressly understood that the Owner will make their selection based on the entirety of each proposer in determining the best value for the Owner. Price shall not be the sole criterion for any decision.
- J. Respondent has familiarized themselves with the scope of work in its entirety and fully acquaint themselves with the existing conditions there and has fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The Respondent should thoroughly examine and familiarize themselves with all drawings, images, technical specifications, and all other documents issued as a part of this Proposal request. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint themselves with the conditions there existing. The Owner will be justified in rejecting any claim based on lack of inspection of the site prior to the proposal.
- K. The unit price, if requested, for each of the items in the proposal shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price proposal represents the total proposal. Any proposal not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.



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I _____ accept all terms noted above without.

Signature: _____ Title: _____

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XII. EXHIBIT D - PURCHASE ORDER TERMS AND CONDITIONS

- A. **ACCEPTANCE** - This Purchase Order constitutes a binding contract between the Vendor and Tomball Independent School District (TISD), to furnish the goods or service(s) specified on the face of the Purchase Order. By acceptance of this Purchase Order, the Vendor agrees to furnish all goods or service(s) in accordance with the terms and conditions specified herein.
- B. **AGREEMENT** - This Purchase Order represents the basis for the Vendor to deliver the required goods or service(s), and supersedes all prior offers, negotiations, exceptions, and understandings (whether done orally or in writing).
- C. **ASSIGNMENT** - The rights and responsibilities of the Vendor to furnish the goods or service(s) specified herein will not be subcontracted, assigned, transferred, mortgaged, pledged, or disposed of, unless agreed to by TISD and the Vendor.
- D. **CANCELLATION** - TISD reserves the right to cancel this Purchase Order at any time. If this Purchase Order is canceled pursuant to the Vendor's default, TISD may obtain similar goods or service(s) elsewhere and charge the Vendor for any damages incurred.
- E. **CHANGES** - TISD reserves the right to make changes to this Purchase Order (e.g., increase/decrease quantities, change delivery address). Any changes to the Purchase Order will be communicated to the Vendor by the issuance of a Change Order.
- F. **DELIVERY** - The Vendor shall deliver all goods Free On Board (F.O.B.) Destination, unless specified on Purchase Order.
- G. **DISCOUNTS** - The Vendor shall indicate on the invoice any prompt payment discounts or trade discounts.
- H. **INDEMNIFICATION** - The Vendor shall indemnify and hold harmless TISD (including the Board of Trustees and the employees of TISD) from all claims of liability to third parties (including but not limited to the injury or death of person(s), or the loss or damage to property) arising out of or in connection with the performance of the Vendor. The Vendor shall indemnify and hold harmless TISD (including the Board of Trustees and the employees of TISD) from all liabilities, cost, expenses, attorney fees, fines, penalties or damages for any or claimed infringement of any patents, trademarks, copyrights, or other corresponding right(s) which is related to any part of the goods or service(s) the Vendor is required to provide or perform. The Vendor's obligation to this clause shall survive acceptance and payment of the goods or service(s) by TISD.
- I. **INSURANCE** - The Vendor shall be required to carry insurance protection sufficient to meet all the liabilities that are mentioned herein.
- J. **INSPECTION** - Prior to acceptance and payment, TISD reserves the right to inspect all goods (in whole or in part) and service(s) furnished by the Vendor. Goods or service(s), which (in the opinion of TISD) fail to conform to the required specification(s) or standard(s), may be considered nonconforming.
- K. **INTERPRETATION** - This Purchase Order shall be construed and interpreted solely in accordance with laws of the State of Texas. Venue of any suit, right or cause of action arising shall lie exclusively in Harris County, Texas.
- L. **NON-CONFORMANCE** - The Vendor assumes all liability for shipping goods that do not meet the specification(s) and standard(s) specified on the face of the Purchase Order. TISD reserves the right to accept or reject goods that are non-conforming. If TISD rejects the non-conforming goods, said goods shall be returned to the Vendor at the Vendor's

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- expense. The Vendor shall use "best efforts" to replace any non-conforming good(s) at the Vendor's risk and expense.
- M. **PERFORMANCE** - By acceptance of this Purchase Order, the Vendor agrees to use "best efforts" to furnish the required goods or service(s).
 - N. **PRICES** - The price(s) specified on the face of the Purchase Order shall remain firm until TISD has processed the Vendor's invoice, or until the item has been accepted by TISD (whichever is later).
 - O. **PRODUCT RECALL** - The Vendor shall notify the Purchasing Agent of TISD immediately if a product recall is instituted on any item(s) the Vendor has delivered. This requirement shall survive payment and acceptance.
 - P. **QUANTITIES** - Quantities in excess of the quantities specified on the face of the Purchase Order may be returned to the Vendor at the discretion of TISD. All risk and expense for the return of the good(s) shall be borne by the vendor.
 - Q. **QUALITY** - In the event no quality is specified on the face of the Purchase Order, the goods delivered and/or service(s) rendered hereunder shall be of the best quality. The Vendor shall ensure that all goods delivered to TISD will be new (i.e., previously unused and in its original packaging), and have not been remanufactured or refurbished. The Vendor also warrants that all services will conform to the standard(s) established herein.
 - R. **SAFETY** - If applicable, the Vendor shall deliver Material Safety Data Sheets (MSDS) with the requested good(s).
 - S. **TAXES** - The Vendor shall not include taxes on the invoice. **Tax Exempt # 1-74-6002408-0.**
 - T. **TERMS** - Unless otherwise specified, payment terms are net thirty (30) days.
 - U. **TITLE** - The title to any item delivered shall pass to TISD upon acceptance or payment (whichever is later).
 - V. **WARRANTY** - The Vendor warrants that all goods and service(s) furnished, shall be free from all defects, conform to all applicable specifications, and be suitable for its intended purpose(s).

Neither acceptance of, nor payment for said goods and service(s) shall constitute a waiver or modification of any of the warranties of the Vendor, or the rights of TISD.

I _____ accept all terms noted above without exception unless noted in Section XV.

Signature: _____ Title: _____

The successful Proposer shall upon notice fill out all forms to become an Approved Vendor to Tomball ISD. This must be done prior to Tomball ISD issuing a Purchase Order.

This information can be found at: <https://www.tomballisd.net/about-tisd/departments/finance/purchasing/bids-and-proposals>

The Proposer is not required to register as a vendor as indicated on the website. This RFP is considered your intent.

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XIII. EXHIBIT E - DEVIATIONS & EXCEPTIONS

Please initial the applicable option accepted and provide signature at the bottom and title.

_____ I have read and reviewed all RFP documents and take no exceptions to any portion of this RFP or any of the issued addenda.

Or

_____ I take the following exceptions or am providing equipment with the following variations from the Design Documents. (Please identify specific exceptions. If in the agreement, list the specific paragraph and language along with your proposed modification.):

1. _____

2. _____

Add lines as needed.

_____ I take exception to the schedules noted and propose the following as alternative Substantial Completion Dates

1. TS-01 Juergen Rd: _____
2. TS-02 FM 2920: _____
3. TS-03 Mueschke Rd: _____

Signature: _____ Title: _____



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XIV. EXHIBIT F - AGREEMENT

1. AIA A104-2017 with Amendments. This document will be issued by addendum before the bid due date.

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XV. EXHIBIT G - PROOF OF DOCUMENTS

1. Bonding: This project will require a payment and performance bond which should be included in your proposal.
2. Provide a bond or check for an amount equal to 10% of the cost of the equipment with your submission.
3. Provide proof of insurability for values required below proof of bonding capacity.

Insurance and Bond Requirements

CONTRACTOR’S LIABILITY INSURANCE

The Contractor shall carry and maintain in force the insurance described below. Prior to execution of the Contract, the Contractor shall procure insurance coverage in the types and amounts as follows:

1. Workmen’s Compensation	All liability arising out of Contractor’s employment of workers and anyone for whom Contractor shall be liable for Worker’s Compensation claims. Worker’s Compensation is required and no "alternative" form of insurance shall be permitted. Waiver of Subrogation in favor of Owner and Program Manager required.
2. Employer’s Liability	\$1,000,000.00
3. Commercial General Liability	
a. Each Occurrence	\$1,000,000.00
b. General Aggregate	\$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
c. Personal & Advertising Injury	\$1,000,000.00 (Each Person)
d. Products & Completed Operations	\$1,000,000.00 (for one (1) year commencing with issuance of Final Certificate of Payment)
4. Property Damage	
a. Each Occurrence	\$1,000,000.00
b. Aggregate	\$2,000,000.00
c. Independent Contractors	\$1,000,000.00 (Each Occurrence), \$2,000,000.00 (Aggregate)
5. Commercial Automobile Liability	
a. Bodily Injury/Property Damage	\$1,000,000.00 (Combined single limit)
6. Umbrella or Excess Liability	
a. Each Occurrence and Aggregate	(a) One times Contract amount for all Contracts with the following minimum and maximum: (i) \$1,000,000.00 minimum limit (ii) \$25,000,000.00 maximum limit (b) The Umbrella shall provide coverage over the workmen’s compensation, comprehensive general liability, and comprehensive automobile liability.
7. All Risk Builder’s Risk	All Risk Builder’s Risk against the perils of fire, lightening, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner.

1. The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner’s Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

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2. The General Liability and Automobile so issued in the name of Contractor shall also name the Owner and Program Manager as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary, and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.
3. If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance to the extent Contractor the subject loss is due to the fault of Contractor. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.
4. The insurance required by this Exhibit A shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.
5. Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Exhibit A. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 7 hereof shall apply.
6. Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 5 hereof have been received by Owner and the Architect or Owner has issued a written notice to proceed.
7. As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Exhibit A hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.
8. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory Workers' Compensation insurance coverage for the person's or entity's employees providing services on a Project is required for the duration of the Project.
 - a. Duration of the Project includes the time from the beginning of the Work on the Project until the Contractor's/person's Work on the Project has been completed and accepted by the Owner.
 - b. Persons providing services on the Project ("Subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, contractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.
 - c. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
 - d. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code Section 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.
 - e. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.
 - f. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
 - g. The Contractor shall obtain from each person providing services on a Project, and provide to the Owner:

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- i. A certificate of coverage, prior to that person beginning Work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - ii. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
 - h. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.
 - i. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
 - j. The Contractor shall post on each Project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
 - k. The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:
 - i. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the Project for the duration of the Project;
 - ii. Provide to the Contractor, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project;
 - iii. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - iv. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - 1. A certificate of coverage, prior to the other person beginning Work on the Project; and
 - 2. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - 3. Retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
 - 4. Notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew, or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - 5. Contractually require each person with whom it contracts to perform as required by items 1-4, with the certificates of coverage to be provided to the person for whom they are providing services.
 - l. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by Workers' Compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 - m. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.
 - n. The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC 110.110(i).
- 9. The Owner and Contractor shall waive all rights against (1) each other and the Contractors, Subcontractors, agents and employees each of the other, and (2) the Architect and separate Contractors, if any, and their contractors, Subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance applicable to the Work. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by other portions of the Agreement. The Owner or the Contractor, as appropriate, shall require of the Architect,

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separate contractors, contractors, and Subcontractors by appropriate agreements, written where legally required for validity, similar waivers, each in favor of all other parties enumerated in this Exhibit A.

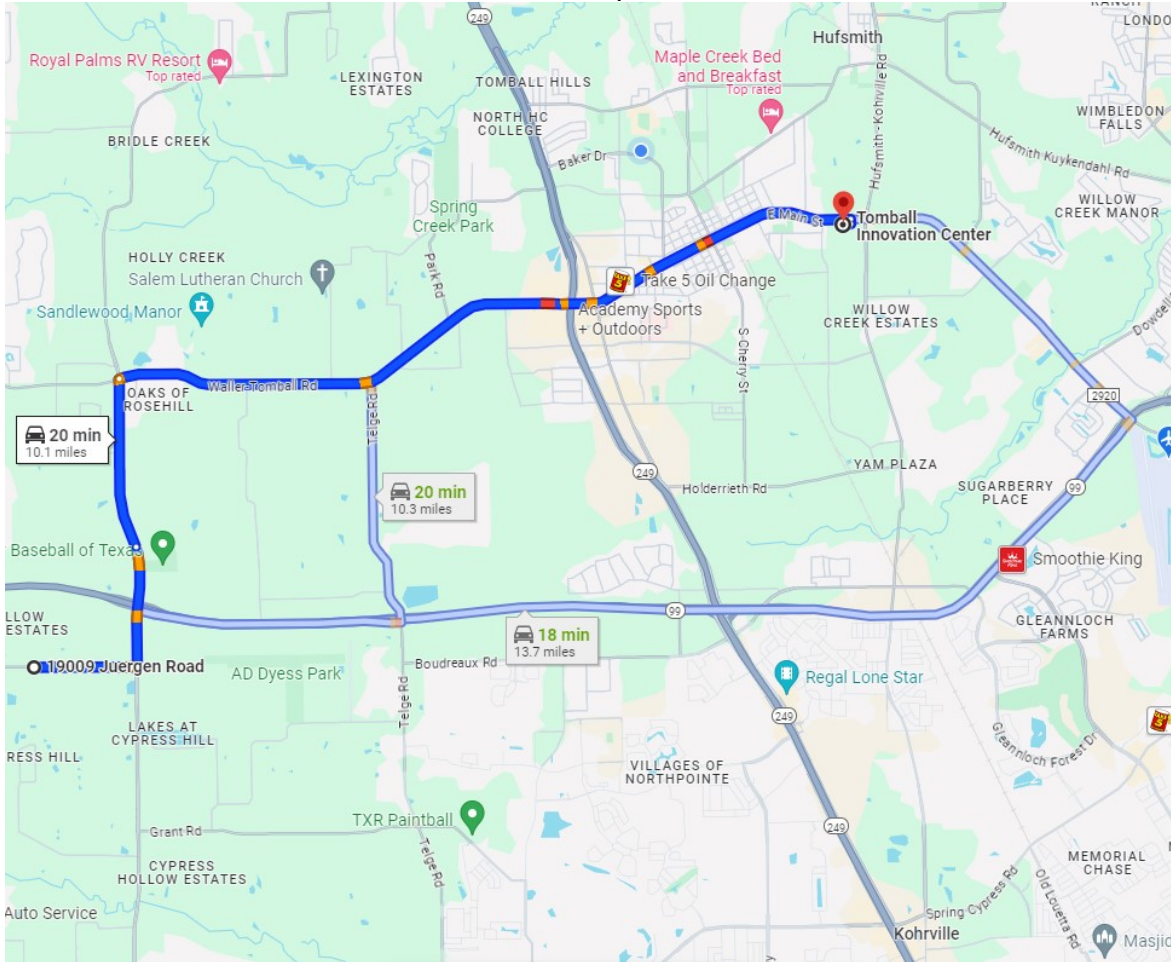
PERFORMANCE BOND AND PAYMENT BOND

1. The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.
2. The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional Obligee.
3. The Payment and Performance Bond shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed, and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this Project.
 - a. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.
 - b. The Sureties shall promptly file a signed copy of the Contract, Performance, and Payment Bonds with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code or, in the case of a Construction Manager, as required by Article 8 of the A133-2009 as modified by the Parties.
4. All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.
5. All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Authority. The name, address, and telephone number of a contact person for the bonding company shall be provided.
6. Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
7. Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.
8. By inclusion of this Section 8 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

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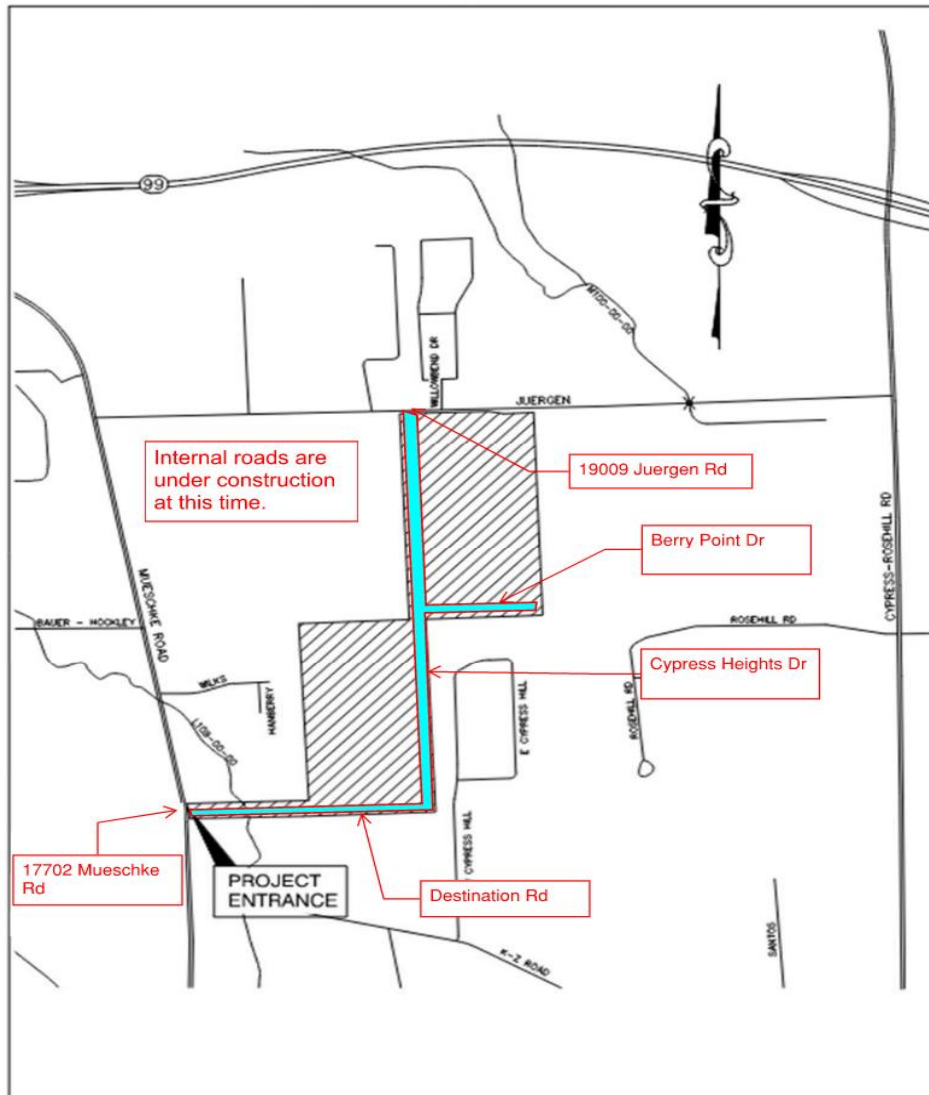
XVI. SITE LOCATION MAP(s)

Both Campuses

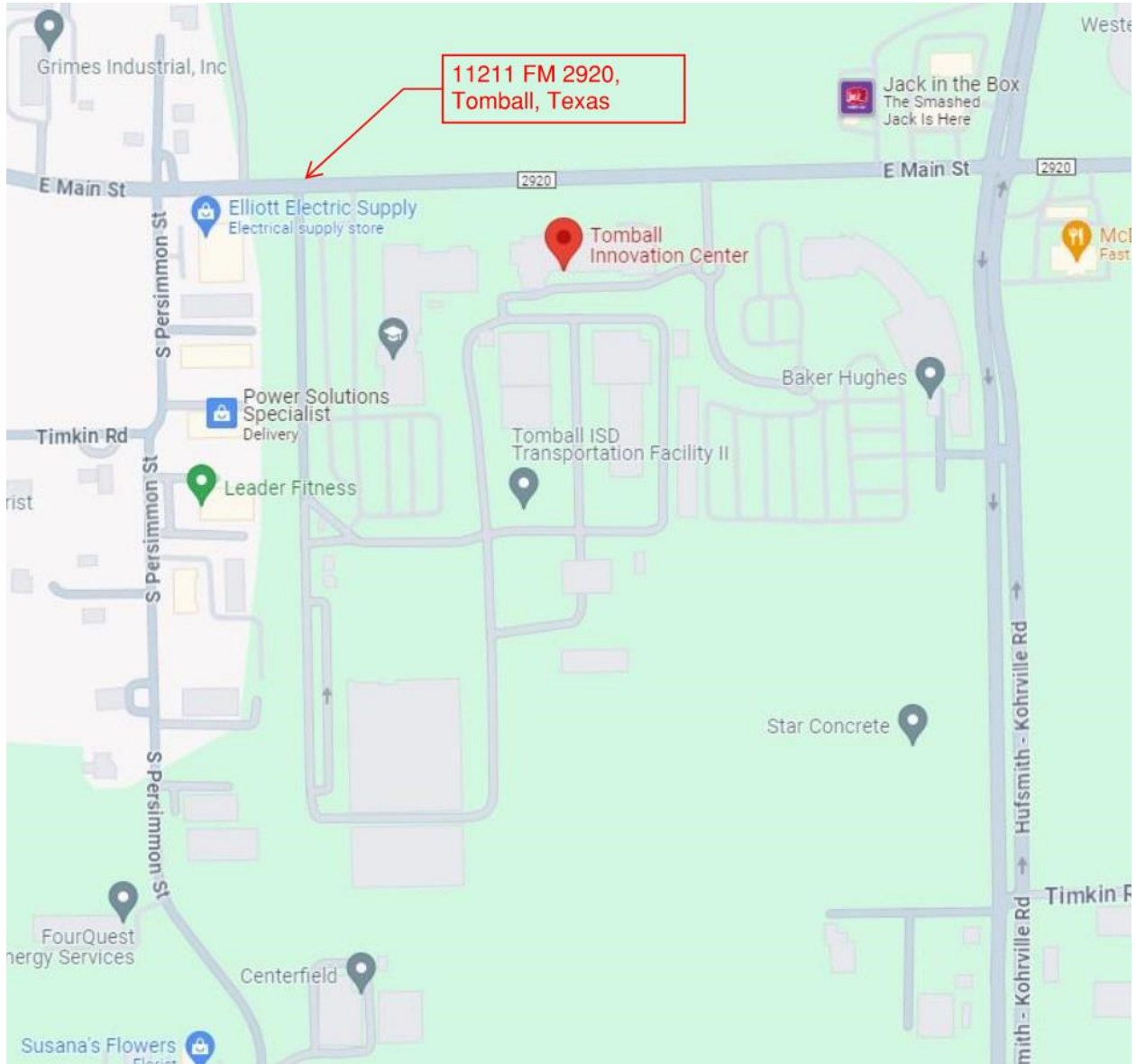


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West Campus

April 12, 2024



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Tomball Innovation Center





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XVII. Drawings for all three locations attached.