REQUEST FOR PROPOSALS (RFP)
For
#2024-004 SECURITY FENCING & ACCESS CONTROL GATES

TARKINGTON INDEPENDENT SCHOOL DISTRICT
Physical Address
72 CR 2268
CLEVELAND, TX 77327

Mailing Address
2770 FM 163
CLEVELAND, TX 77327

Issue Date: April, 11 2024

DEADLINE FOR TECHNICAL ASSISTANCE:
MONDAY, 4 PM, April 22, 2024

DEADLINE FOR SUBMISSION:
THURSDAY, 12 NOON, April 25, 2024

Proposal Submission to:
Tarkington ISD
Attention: Chris Conner
Director of School and Student Services
2770 FM 163
Cleveland, TX 77327

Proposals may be mailed, hand delivered, or sent to Chris Conner via email to cconner@tarkingtonisd.net

Pre-Proposal Meeting will be held at the TISD Administrative Office with onsite visits to the TISD Campuses on Friday, 9:00 am, April 19, 2024. Attendance is strongly encouraged.

The District is an Equal Opportunity employer/program. Historically Underutilized Businesses (HUB's) are encouraged to apply.

REQUEST FOR PROPOSALS (RFP)
FOR
#2024-004 TARKINGTON ISD SECURITY FENCING & ACCESS CONTROL GATES

NOTICE TO RESPONDENTS

Tarkington Independent School District herein referred to as 'the District" is a tax-exempt educational organization which is located in northwest Liberty County, Texas. The District has approximately 1,900 students and operates an early childhood school, an elementary school, a middle school, and a high school. The school's board is composed of seven active members. The District receives funding from local, state, and federal sources, including taxpayer dollars, the Texas Education Agency (TEA), and the U.S. Department of Education (USDE).

Using the Request for Proposals (RFP) method of procurement under Texas Education Code Chapter 44, Subchapter B, the District is soliciting proposals from qualified vendors to provide for the installation of security fencing and access controls at all TISD campuses. Specific locations will be indicated during the onsite walkthrough and within the RFP provided.

The RFP is to be received at the time and location designated and should include all the information requested hereafter. Failure to comply with the requirements contained in this RFP may result in a finding that the respondent and proposal is not qualified. The District reserves the right to exclude from consideration any responses that are incomplete or received after the deadline. All times included in this RFP are Central Standard Time (CST).

All solicitations are posted to the District's website, and upon request, will be made available to anyone who wishes to submit a response. However, it is the responsibly of the Respondent to provide the District with appropriate company name, authorized representatives, and contact information for the purposes of receiving notices, changes, addenda, or other critical information. Otherwise, potential respondents are responsible for watching for such notifications.

The District may choose to award to a single Respondent, or multiple Respondents. The District makes no guarantee that an award will be made as a result of this RFP or any subsequent RFP's and reserves the right to accept or reject any or all submittals, waive any formalities, irregularities, or minor technical inconsistencies, or delete any item/requirement form the RFP or contract when deemed to be in the District's best interest.

No contract or award shall be executed until it has been reviewed and approved by the School Board in a duly called and posted meeting of the Board. This RFP does not commit the District to pay for any costs incurred prior to the execution of the contract and issuance of the District Purchase Order.

The District reserves the right to accept or reject any and all Respondents , request additional information from Respondents, extend the deadline for submission, and cancel and reissue to RFP.

The vendor SHALL NOT contact in any manner, nor deliver gifts or other items, to any District employee (other than the point of contact listed herein for questions and submissions), School Board member, or District consultant during this proposal solicitation, evaluation, and award process without prior approval of the Director of School and Student Services.

This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents. Failure to comply will result in disqualification.

RFP ACTIVITIES

Issue RFP: April 11, 2024

This is the date the RFP was posted to the district website, and initial distribution of RFP packet to vendor list.

Advertisement #1: April 11, 2024

This is the date of the first procurement advertisement in the Liberty Vindicator newspaper.

Advertisement #2: April 18, 2024

This is the date of the second procurement advertisement in the Liberty Vindicator newspaper.

Pre-Proposal Walk-Throughs: Friday, 9:00am, April 19, 2024

Deadline for Technical Assistance Questions: Monday, 4 PM, April 22, 2024

This is time and date that any technical questions must be submitted by to the District.

Deadline for Proposals: Thursday, 12:00 Noon, April 25, 2024

This is the time and date that all proposals must be submitted and received by the District following the specifications in this document.

PRE-PROPOSAL WALK-THROUGHS

Walk through of the project will be conducted on Friday, April 19th at 9:00 am. The meeting will start at the TISD Central Office located at 72 CR 2268, Cleveland, TX 77327. This walk through will identify placement of wrought iron fencing and gates. Some gates will be access controlled. Attendance is strongly encouraged.

TECHNICAL ASSISTANCE AND REQUESTS FOR CLARIFICATION/INTERPRETATION:

Vendors must submit questions regarding this procurement in writing via the following point of contact: **Chris Conner, Director of School and Student Services, cconner@tarkingtonisd.net.** The deadline for submitting questions is Monday, 4:00 PM, April 22, 2024. The questions and answers will be made available to all vendors that will be provided in an email response from the District prior to the submittal deadline. Any clarifications or interpretations of this RFP that materially affects or changes its requirements will be issued by the District as an addendum. It is the responsibility of each Respondent to obtain this information in a timely manner. All such addenda issued by the District before the Proposals are due are part of the RFP, and Respondents shall acknowledge receipt of each addendum. The District will consider only those clarifications and interpretations that Respondents timely submit prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the District and should not be relied on in preparing Proposals.

SUBMITTAL REQUIREMENTS

Responses must be **mailed, hand delivered, or emailed** to:

Tarkington Independent School District
Attention: Chris Conner
Mailing Address: 2770 FM 163, Cleveland, TX 77327
Physical Address: 72 CR 2268, Cleveland, TX 77327
Email: cconner@tarkingtonisd.net

Proposal packages must be plainly marked on the outside with the Respondent's name and address and TARKINGTON ISD – RFP #2024-004 SECURITY FENCING & ACCESS CONTROL GATES.

The District will not accept responses by oral communication, telephone, telegraphic transmission, or fax transmission.

Respondents are solely responsible for the timely delivery of their proposal response based on the instructions in this RFP. Responses received after the deadline will be rejected and shall be returned to the Respondent(s) unopened. No provisions or exceptions are made for late delivery due to actions or consequences of third-party carriers. The District is not responsible for notifying Respondents of receipt of proposals delivered by third-party carriers.

If mailed or hand delivered, a complete response will consist of one (1) clearly marked original containing original signatures, and three (3) clearly marked exact copies using standard letter size paper (8.5" x 11") Your proposal package must be **plainly marked with the RFP Title above**. The 'original' response shall prevail in the event of a discrepancy between the Respondent's submissions. If multiple copies are received through a variety of delivery methods, the copy marked 'original' will prevail. If none of the copies are marked 'original', then the copy received first will prevail regardless of delivery method.

All vendors must utilize the provided Procurement Proposal Response Packet as means of response to be considered. All pages in the provided packet must be completed and all required signatures present to be considered. Proposals and responses shall be direct, concise, and complete; prepared in a manner that provides a straightforward description of the respondent's ability to meet the requirements set forth in the RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the District's needs. When submitting a proposal, it is required that Respondents have the necessary professional experience, prior training and applicable professional judgment to perform the activities proposed to supply the services requested by this RFP.

Within forty-five (45) days following the date of the opening, District staff will evaluate and rank each Proposal submitted in relation to the selection criteria set forth herein.

SELECTION PROCESS

In accordance with Education Code 44.031(b), in evaluating qualified proposals for contract award, the District will use the Best Value Method to determine the awarded vendor(s). In determining Best Value, the District will consider the following evaluation criteria, which will be evaluated based on the following scale:

WEIGHT	CRITERIA
24%	**Proposer's Experience, Reputation and References**
10%	**Proposer's Project Personnel and Qualifications**
24%	**Quality and Warranty of Materials Submitted in Proposal**
37%	**Price Proposal**
5%	**Historically Underutilized Business HUB**

The district will select the Respondent that submits the proposal that offers the best value for the district based on the selection criteria and weighted values above, and its subsequent ranking evaluation.

Following the ranking of the Proposals based on the published selection criteria and board action to approve the ranking, the District will attempt to negotiate an agreement with the Respondent that offers the best value to the District. If the District is unable to negotiate an agreement with the selected Respondent, the District will, formally and in writing, end negotiations with that Respondent and begin the negotiation process with the next ranked Respondent in the order of selection ranking until a contract is reached or negotiations with all ranked Respondents end. Please note that the Board may choose to delegate authority to the District's Administration to negotiate and/or execute a contract depending on the specific Board action taken.

GENERAL TERMS AND CONDITIONS

1. **Applicability:**
   a) All items listed under the general terms and conditions apply unless otherwise stated in the specifications.
   b) These conditions are applicable and form a part of the contract documents in each commodity and/or service contract and a part of the terms of each purchase order for commodity and/or service included in the specifications and Proposal forms issued herewith.
2. **Laws, Policies, and Procedures:**
   a) This solicitation shall be governed by the following documents unless an exception is otherwise taken within this solicitation. Some documents are incorporated by reference only, and may not be attached as part of this solicitation, though they will be considered enforced as part of the solicitation.
      - Texas Education Code Section 44.031.
      - Texas Government Code Sections 2253, 2258, 2269
      - TISD Policies, including but not limited to CH(Legal), CH (Local), CV (Legal), CV (Local), CVB (Legal), CVB (Local).
3. **Use of District Documents:**
   a) Proposal responses must be submitted on forms provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions, or interlineations, without written consent of the District.

b) Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any response submitted in altered form may result in rejection of such response at the option of the District.

4. Development of Specifications:

a) Brands of equal quality or type are acceptable. The District reserves the right to make final decisions as comparable items. Be very certain that items upon which you submit and deliver are equal to items listed. Materials that are determined to be not equal shall be returned to the Respondent transportation charges collect.

b) Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

c) The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Respondent.

d) The District reserves the right to modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this Proposal offer as so modified and subsequent thereto.

5. Inspection of Documents:

a) Before submitting a response, each Respondent shall thoroughly examine the Proposal documents and project sites (if applicable) to ensure that the equipment and/or services submitted meet the intent of these specifications.

b) Each Respondent receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the Respondent. The failure or neglect of Respondent to receive or examine any contract document, form, instrument, addendum, or document shall in no way relieve Respondent from obligations with respect to his or her response. The submission of a response shall be taken as prima facie evidence of compliance with this section. Receipt of addenda to the Proposal documents by a Respondent must be acknowledged in the response.

c) The District is not responsible for incomplete response packets.

6. Withdrawal or Modification or Correction of Submitted Proposal Responses:

a) Any response, which has been submitted, may be withdrawn prior to the deadline. A request to withdraw a Proposal response must be in writing and be received by the District prior to the receiving deadline.

b) No amendment, addendum, or modification shall be accepted after the deadline for submitting a Proposal response to the District. If a change to a response that has been submitted is desired, the submitted response must be withdrawn and the replacement response submitted prior to the receiving deadline.

c) No Respondent may have more than one Proposal response on file with the District.

d) After the scheduled time for receiving Proposal responses, responses may not be withdrawn for a period of sixty (60) days.

e) Any contract entered into can be modified or rescinded only by a written document signed by both of the parties or their duly authorized agents.

f) Any erasures and/or corrections to Proposals, whether executed prior to or subsequent to the original Proposal submittal shall be authenticated by affixing in the margin immediately opposite the correction and the initials of the agent(s) signing the Proposal response.

7. **Proposal Cost:**
   a) The District shall not be liable for any cost incurred by a Respondent in the preparation or delivery of its response to this request for competitive sealed proposal or for any other cost incurred because of the request for proposal.
8. **Proposal Disclosure:**
   a) The District is a government body subject to the Texas Public Information Act. Responses submitted to the District as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. In the event a Respondent desires to claim portions of submitted response are exempt from disclosure, it is incumbent upon the Respondent to identify those portions in a transmittal letter. The transmittal letter must identify the page, the particular exemption(s) from disclosure, and the contended justification for exemption upon which it is making its claim. The District will consider a Respondent's request(s) for exemption from disclosure; however, the District will not be bound by the assertion that a page contains exempt material. An assertion by a Respondent that an entire volume of its response is exempt from disclosure will not be honored.
   b) Until a contract resulting from this Request for Proposal is executed, no employee, agent, or representative of any Respondent shall make available or discuss its response with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in writing by the District for the purposes of clarification, evaluation, and/or awarding the Proposal.
   c) Respondents shall not issue any news release(s) or make any statement to the news media pertaining to this Request for Proposal or any Proposal and/or contract or work resulting therefrom without the prior written approval of the District and then only in cooperation with the District.
   d) By signing this Proposal response, a Respondent affirms he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Proposal response submitted.
   e) Respondent shall note any and all relationships which might be a conflict of interest and include such information with their response.
   f) By signing this Proposal response, a Respondent affirms, to the best of his/her knowledge, the response 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 them an unfair advantage over other Respondents in the award of this Proposal.
   g) If a Respondent's response is accepted by the District, the Respondent shall not advertise or publish, without the District's prior consent, the fact the District has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
9. **Delivery and Materials:**
   a) The Respondent shall store and protect materials and equipment in accordance with the manufacturer's recommendations.
   b) The Respondent, in the event of damage, shall immediately make all repairs and replacements necessary to the approval of Tarkington ISD, with no additional cost to the District.
   c) All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m. on days the district is open, unless authorized by the Chief Financial Officer or designee. Please refer to the district calendar located on the TISD website for the days the district is open and summer hours.

d) The District shall not be responsible for any "hidden damage" for a period dating from the date of delivery until statute of limitations as provided by the Uniform Commercial Code.
e) If applicable, delivery shall provide, at no cost, at least one copy of any applicable Manufacturer's Safety Data Sheets (SDS) with each shipment, and upon request. If OSHA, federal, or state laws provide for additional requirements, those requirements are in addition to the SDS requirement.
f) The Respondent shall retain all portable and detachable parts or portions of installation until final completion of work. These parts shall be delivered to the District 's Representative or designated District site and acknowledged as itemized receipts to obtain request for final payment.

10. Licenses, Permits, and Taxes:

a) The price or prices for the services shall include full compensation for all taxes, permits, and licenses that the Respondent is or may be required to pay.

11. Invoice, Payment, and Inspection:

a) The Respondent shall provide an invoice showing labor hours performed by labor description and the actual invoices for all materials purchased before payment will be issued.
b) The District will pay the Contractor's actual cost plus the contracted mark up for materials. All items purchased (i.e., tools) and billed to the District will remain the property of the District.
c) Federal excise taxes, state taxes, or sales taxes shall not be included in the invoiced amount. The District is not liable for these taxes. The District will furnish a tax exemption certificate upon request.
d) All valid and complete invoices received by the District will be paid within thirty (30) days of the District's receipt of the deliverables or of the invoice, whichever is later.
e) Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.
f) The Respondent shall demonstrate work completed meets the requirements of Tarkington ISD
g) The District Representative shall give final approval to all work performed.
h) The Respondent will email all or fax all inspection reports or other applicable documents to the District Representative for processing.

12. Award of Contract:

a) The District reserves the right to accept or reject, in part or in whole, any and all Proposal responses and to waive any irregularities or informalities in any Proposal or in the Proposal process. The contract will be awarded to a responsible Respondent. Whose responses are most advantageous to the District, considering the relative importance of price and the other evaluation criteria which may be included in the proposal.
b) Award of the contract shall be made to the bidder who provides goods or services at the best value for the District taking into consideration the relative importance of price and other factors set forth below. Best value evaluation criteria will be grouped into percentage factors.
c) The District may, by written notice to contractor, cancel the contract if it is found by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee or members of the Board of Trustees with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order.
d) A Respondent may be disqualified before or after an award is made, upon evidence of collusion with the intent to defraud, or perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

e) It is expected that all contact by Respondent with any District personnel and/or members of the Board of Trustees begin with the issuer of this Proposal. Failure to follow this procedure is grounds for eliminating the Respondent from any further consideration of awarding the contract. The recommendation to award the Proposal will be made to the District Board of Trustees. No contract shall be executed until it has been reviewed and approved by the Board of Trustees in a duly called and posted meeting of the Board.

f) In connection with the performance of work under the contract, the Respondent agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable federal, state, and local laws, regulations, and executive orders to the extent that the same may be applicable.

13. Insurance:

a) If requested the successful Respondent shall be required to provide the District with copies of certificates of insurance, named as additional insured. Certificates of Insurance, name and address of Respondent, the limits of liability, the effective dates of each policy and policy number shall be delivered to the District prior to commencement of work. The insurance company shall be licensed in the State of Texas, certificate forms shall be approved by the Texas Department of Insurance and shall be acceptable to the District. All policies of insurance shall waive all rights of subrogation against the District, its officers, employees, and agents.

b) The required insurance coverages and limits are listed in the draft of form agreement provided with this RFP.

14. Service-Related Contracts:

a) The Respondent warrants it shall have available the necessary personnel, organization, equipment, and facilities to perform all the services and /or provide all the goods required under this solicitation.

b) The Respondent shall employ orderly and competent employees trained in the required services to be provided under this solicitation.

c) The Respondent, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, intoxicating beverages, tobacco, illegal drugs, or controlled substances while on the District's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

d) The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any Respondent, its employees, subcontractors, and subcontractor's employees from any district facility for whatever reason it determines necessary to maintain safety and orderly operations.

e) If applicable under this solicitation, Respondent, its employees, subcontractors, and subcontractor's employees shall have and maintain any and all required licenses and/or certifications for the duration of the contract. Additionally, the District reserves the right to require proof of any such requirement at any time during the contract term.

f) The Respondent, its employees, subcontractors, and subcontractor's employees shall fully comply with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those imposed by the District and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern.

15. Warranties:

a) Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty or a minimum of one (1) year guarantee, whichever is greater, unless otherwise agreed to in writing. Respondent shall be an authorized dealer, distributor, or manufacturer for the product. All equipment submitted shall be new unless clearly stated in writing.

b) If a Respondent's response is accepted by the District, the price to be paid by the District shall be that contained in Respondent's response which Respondent warrants to be no higher than Respondent's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Respondent breaches this warranty, the prices of the items shall be reduced to the Respondent's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to Respondent for breach or Respondent actual expense.

c) If a Respondent's response is accepted by the District, the Respondent warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage, or contingent fee.

d) If a Respondent's response is accepted by the District, the Respondent shall not limit or exclude any implied warranties and attempt to do so shall render the contract voidable at the option of the District. Respondent warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in this Request for Proposal, and to the sample(s) furnished by the Respondent, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specification shall govern.

e) If a Respondent's response is accepted by the District, the Respondent warrants the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Respondent's expense. In the event the Respondent fails to make the appropriate correction within a reasonable time (15 working days), correction made by the District will be at the Respondent's expense.

16. Indemnification:

a) The Respondent will defend, indemnify, hold harmless, and exempt the District, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the Respondent, its officers, agents, or employees.

17. Force Majeure:

a) Neither party shall be deemed to have breached any provision of this contract as a result of force majeure. The term force majeure as referenced herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; pandemics, epidemics; landslides; land sinkage; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18. Non-Appropriate Clause:

a) Any/all contracts exceeding one (1) year will require a standard non-appropriation clause. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of District reserves

the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

19. Uniform Commercial Code:

a) All contracts and agreements between Respondent and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Official Text.

20. Non-Performance:

a) Immediate non-performance of the Respondent in terms of specifications shall be a basis for the termination of the contract.

b) If, at any time, the Respondent fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to: a) purchase on the open market and charge the Respondent the difference between contract and actual price, or b) deduct charges from existing invoice totals due at the time.

c) The District shall have the right to cancel for default all or any part of the undelivered portion of this order if Respondent breaches any of the terms hereof including warranties of Respondent or if the Respondent becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

21. Termination of Contract:

a) The District shall have the right to terminate the contract, in whole or in part, for its own convenience and without cause any time upon thirty (30) days prior written Notice of Termination. Upon receipt of a Notice of Termination, the Respondent shall promptly cease all further work pursuant to the contract award, with such exceptions, if any, specified in the Notice of Termination.

b) The District will pay the Respondent, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

22. Venue:

a) This Proposal shall be constructed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas. Exclusive venue with respect to any legal action relating to or arising under this Proposal shall lie in the District Court(s) of the State of Texas sitting in Liberty County, Texas, Respondent hereby expressly consenting to the jurisdiction of such courts.

SAFETY & SECURITY MEASURES

Student, instructor and all staff safety and campus security are of the upmost importance to the District, and safety and security measures are required by state law or prescribed for in District policy and procedures. Adherence to the District safety & security measures while on District premises is required. Each campus presents security concerns in terms of site access, traffic, classroom and non-classroom related functions. The work performed at each campus is directive in nature and work rules for each project can vary depending on the scope of work. TISD has responsibilities to the students, staff, the State of Texas and others to ensure that safety measures are strictly applied on each project.

1. Requirements:

a) The Contractor, Subcontractor, their agents, and all others who perform Work on any District campuses are required to observe and abide by the campus security.

b) The Contractor, Subcontractors, and their agents shall perform employee background checks and shall guarantee and manage construction activities to prevent any person with

a felony conviction or convictions for crimes of "moral turpitude" from gaining access to school property or entering any school facility.

c) Criminal History Checks: Upon request from the District at any time, the Contractor shall provide a list of employees that is updated on a regular basis and provide the following minimum information for each person working on school property:
   i. Legal Name: First and Last
   ii. Date of Birth
   iii. Last 4 digits of their social security number
   iv. Driver's License State and Number

d) Contractor Supervisor and Designated Support Personal:
   i. Supervisor shall be present for all activities. If Owner finds out that the supervisor or their designated staff are not in responsible charge of the worksite, Owner may terminate work activities at the Contractors expense until such time the appropriate personnel are back in responsible charge.
   ii. Supervisor is responsible for securing the project site each day after work and shall confirm that the site is safe and secure. Check all interior and exterior doors, floor hatches, roof hatches, roof access doors, gates, temporary barricades and the like.
   iii. Supervisor is responsible for verifying that the project and site are clean after work each day. All trash is disposed of in approved containers. Floor surfaces are clean. Campus grounds are clear and all holes are covered up.

e) SCI Checks:
   i. All contractor personnel shall obtain an SCI check upon their first day of work on the project. The Contractor is required to obtain a replacement badge if their badge gets damaged or becomes non-legible. All personnel will be issued a paper badge with their name, photo, and date of issue. This badge shall be affixed to a badge clip that shall be affixed to their uniform shirt in the upper torso area and shall be worn at all times.
   ii. Contractor shall obtain a new SCI badge every month around the 1st day of the month regardless of the initial badge issued date. Contractor shall contact the Director of School and Student Services or designee and schedule the quantity of personnel requiring retesting in advance so as to not overload regular school activities.

f) Owner reserves the right to question all Contractor personnel and to perform additional background checks and safety and security screening as applicable at their discretions for any persons working on school district property.

g) Campus Check-in Procedures:
   i. The Supervisor or designated staff shall check in at the main office of each school campus each workday and shall be responsible for facility access and control direct sub-contractor supervision. Contractor personnel and sub-contractors are not required to check-in to a campus that has a Supervisor in responsible charge.
   ii. All employees must check-in with the Director of School and Student Services or designee for the 1st day at work and at the 1st of the month.

2. Code of Conduct:

a) All Contractor, Subcontractors, and their agents shall be required to wear company uniforms with company name and logo clearly marked, SCI tags that are currently up to date, and all appropriate and applicable safety gear such as hard hats at all times when

on District premises. All attire shall be clean and presentable at the start of work each day.

b) Interaction with students, faculty, and staff is discouraged. The District will not tolerate "cat-calling," "whistling," "profanity," or derogatory remarks.

c) No smoking or tobacco products, illegal drugs or weapons or firearms are allowed on District premises.

SCOPE OF WORK & PROPOSAL

SPECIFICATIONS

- Plans/specifications/drawings are also provided by the District as **Exhibits A through E** within this document.
- Where certain manufacturers or products are specified, it is not to limit competition but to set a standard of quality satisfactory to the Owner. All proposed substitutions must be submitted to the Owner prior to the receipt of Proposal and, if approved, must be listed in an addenda issued prior to the Proposal date.

ESTIMATED PROJECT SCHEDULE

The following indicates the anticipated schedule of the project.

Estimated window for Contract Award	May 1, 2024 – May 10, 2024
Estimated window to Commence Project	May 20, 2024 – June 3, 2024
Substantial Completion of Project	Wednesday, August 7, 2024

PROPOSAL REQUIREMENTS

All vendors must utilize the provided Procurement Proposal Response Packet as means of response to be considered. All pages in the provided packet must be completed and all required signatures present to be considered. Proposals and responses shall be direct, concise, and complete; prepared in a manner that provides a straightforward description of the respondent's ability to meet the requirements set forth in the RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the District's needs. When submitting a proposal, it is required that Respondent s have the necessary professional experience, prior training and applicable professional judgment to perform the activities proposed to supply the services requested by this RFP.

Special Note: Supplemental information may be provided in addition to the required Procurement Proposal Response Packet. The physical size of the supplemental information may not exceed 25 pages. The District at its sole discretion may elect to consider or disregard any supplemental information that is submitted in evaluating responses.

SECURITY FENCING AND ACCESS CONTROL GATES
GENERAL SCOPE OF WORK

EXHIBITS A-E

1. All fencing and gating will be black powder coated 3 or 4 rail Commercial Iron Fence comparable to AMERISTAR MONTAGE COMMERCIAL – COMMERCIAL STEEL ORNAMENTAL FENCE SYSTEM (See Exhibit E) with comparable installation and warranties.
2. All accessories and hardware, not limited to: caps, sleeves, bands, clips, rail ends, tension bars, fasteners and fittings will be powder coated to match the finish of the fencing.
3. All fencing around the transportation area in the northeast area of Tarkington Middle School will be eight (8) feet tall.
4. All other fencing will be six (6) feet tall.
5. Gates utilizing crash bars will have paneling or another type of feature on the fencing of either side of the gate to prevent an individual from reaching through the slats and depressing the crash bar to gain unauthorized entry.
6. All egress gates will be equipped with a mechanical lock that is accessible using a key
7. All maintenance gates will be a minimum of 14' (unless otherwise indicated on Exhibits A-D) and be able to be secured using a built in mechanical lock that utilizes a key, or have the capability of being secured by an external lock.
8. Approximate total fencing quantities to complete the project
    a) Tarkington Early Childhood School – Approximately 1200 linear feet of six foot fencing
    b) Tarkington Elementary School – Approximately 2400 linear feet of six foot fencing
    c) Tarkington Middle School – Approximately 850 linear feet of six foot fencing
    d) Tarkington High School – Approximately 1050 linear feet of six foot fencing
    e) Tarkington Transportation Area – Approximately 850 linear feet of eight foot fencing
9. Cantilever gate access controls will use either single head or dual head pedestals protected by concrete bollards painted safety yellow.
10. Egress gates, maintenance gates, and cantilever gates will be located in the general areas specified in Exhibits A-D with the features specified in those exhibits and exhibit E.
11. All materials must meet any applicable ASTM standards
12. All installations and designs must be ADA Compliant and Compliant with all applicable federal, state, and local fire codes.
13. All installations will follow the manufacturer's installation specifications
14. All Access Control Equipment must be compatible with Genetec Access Control Systems.

Special Notes
The contractor will provide submittals and materials lists for approval to designated District staff. All construction activities will be coordinated with the District's Director of School and Student Services and/or designated staff.

Linear dimensions for fencing provided are estimates only. It will be incumbent upon the contractor to conduct site authorized visits to field verify any measurements.

All proposed fencing must conform to 19 Texas Administrative Code (TAC) Chapter 61, School Districts, Subchapter CC, Commissioner's Rules Concerning School Facilities, Sub-Section 61.1031, School Safety Requirements;

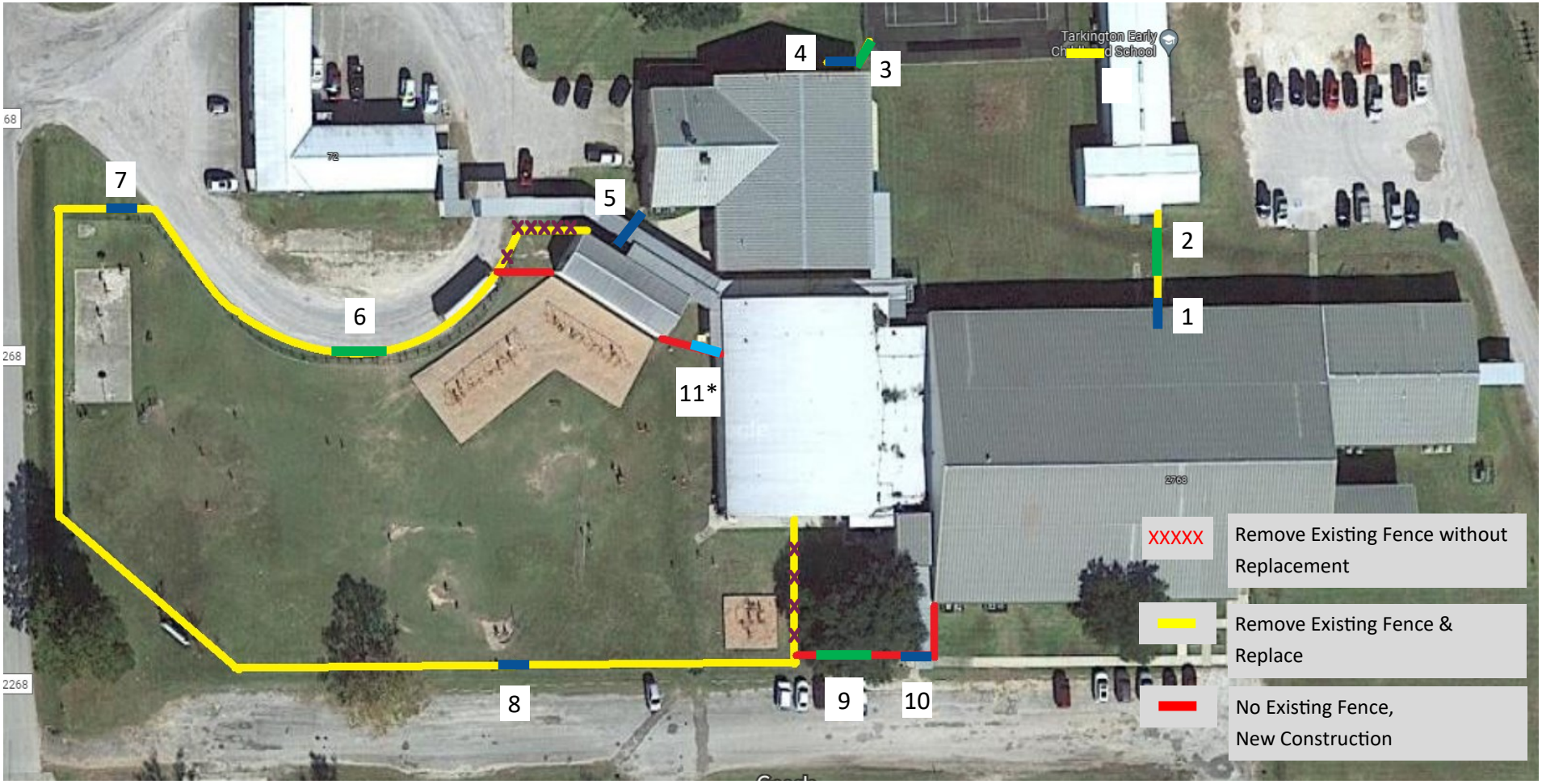
The contractor will be responsible for calling 811 prior to digging and ensuring no obstacles or underground utilities are hit;

If any utilities or district infrastructure are damaged, the contractor will be financially responsible to make remedy within a timely manner.

The contractor may submit their proposal via email to cconner@tarkingtonisd.net on or before the due date and time. Please ensure all required forms are included.

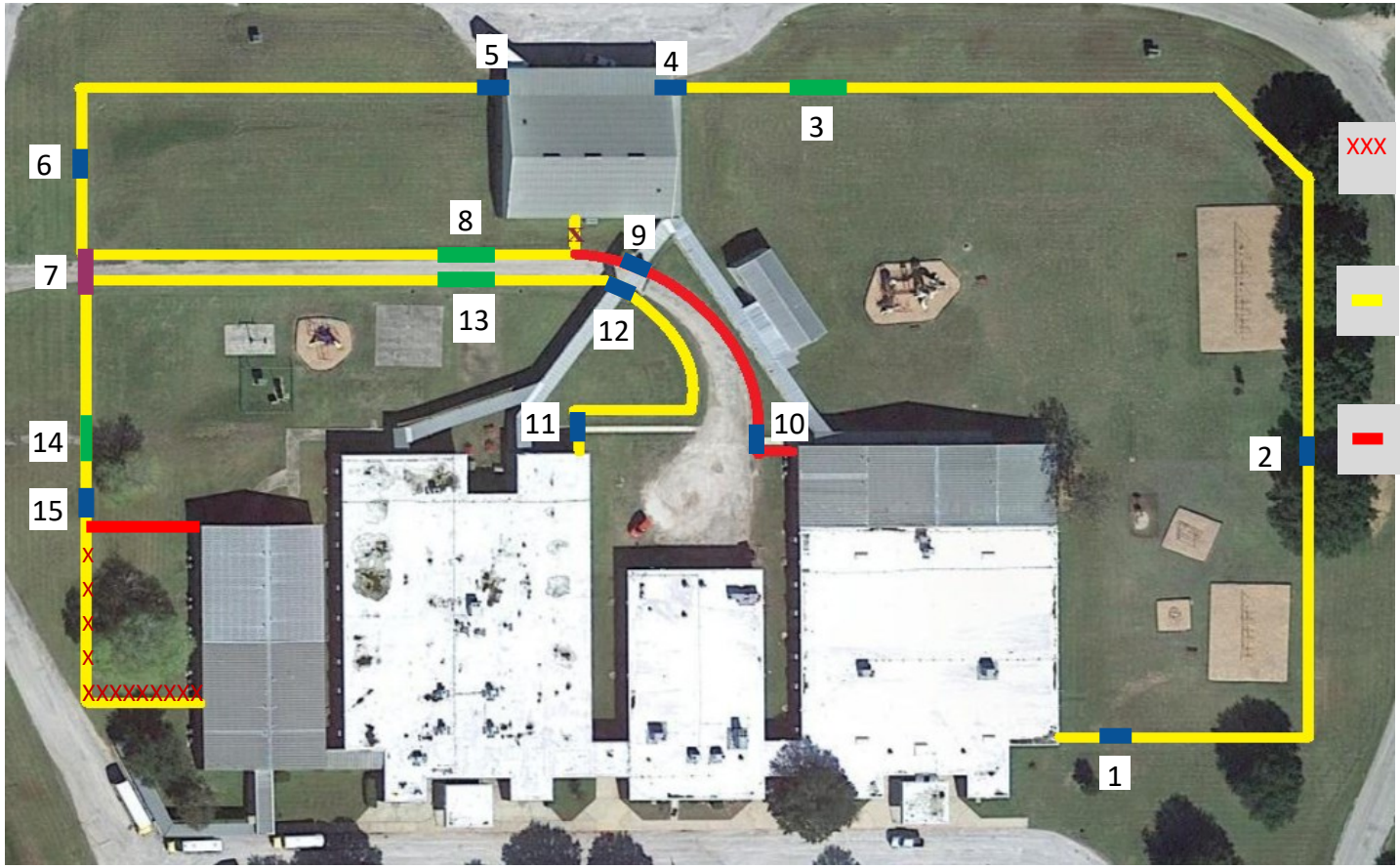
Any inquiries regarding this procurement may be done so via email to Chris Conner at cconner@tarkingtonisd.net

Exhibit A—Tarkington Early Childhood Center



1. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
2. 14’ Maintenance Gate (Double Swing)
   -Move Out of Ditch
   -Able to be Padlocked/Otherwise Secured
3. 10’ Maintenance Gate (Double Swing)
   -Able to be Padlocked/Otherwise Secured
4. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
5. Egress Gate—Currently 9’
   -Looking to keep opening with a double egress with removable mullion or other option.
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
   -Badge Reader Access Control
   -Electric Door Strike
6. 14’ Maintenance Gate (Double Swing)
   -Able to be Padlocked/Otherwise Secured
7. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
   -Badge Reader Access Control
   -Electric Door Strike
8. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
9. 14’ Maintenance Gate (Double Swing)
   -Able to be Padlocked/Otherwise Secured
10. 4’ Egress Gate (Single Swing)
    -Auto Closer
    -Manual Key Access
    -Panic/Crash Bar
    -Badge Reader Access Control
    -Electric Door Strike
11. 4’ Regular Gate (Double Swing)
    -Able to be Padlocked/Otherwise Secured

Exhibit B—Tarkington Elementary School



XXX Remove Existing Fence without Re-placement

Remove Existing Fence & Replace

No Existing Fence, New Construction

1. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar

2. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar

3. 14’ Maintenance Gate (Double Swing)
   -Able to be Padlocked/ Otherwise Secured

4. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
   -Badge Reader Access Control
   -Electric Door Strike

5. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar

6. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar

7. 20’ Cantilever Slide Gate
   -Operator
   -Battery Backup
   -1-2 Vehicle Detection Loops
   -Reno BX 4 Detectors**
   -Stand
   -Camera/Doorbell Style Access
   -Badge Reader Access Control
   -Fire Department Chain Release with Knox Lock

8. 14’ Maintenance Gate (Double Swing)
   -Able to be Padlocked/ Otherwise Secured

9. Egress Gate—Currently 9’
   -Looking to keep opening with a double egress with removable mullion or other option.
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
   -Badge Reader Access Control
   -Electric Door Strike

10. 4’ Egress Gate (Single Swing)
    -Auto Closer
    -Manual Key Access
    -Panic/Crash Bar
    -Badge Reader Access Control
    -Electric Door Strike

11. 4’ Egress Gate (Single Swing)
    -Auto Closer
    -Manual Key Access
    -Panic/Crash Bar
    -Badge Reader Access Control
    -Electric Door Strike

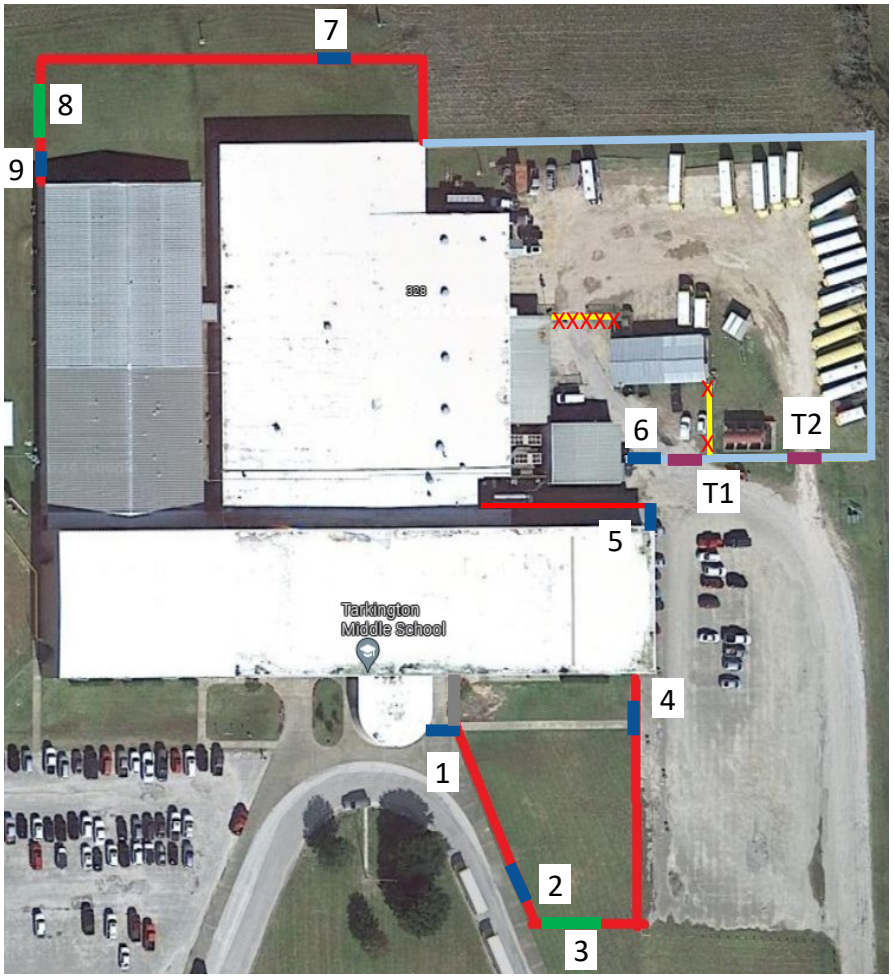
12. Egress Gate—Currently 9’
    -Looking to keep opening with a double egress with removable mullion or other option.
    -Auto Closer
    -Manual Key Access
    -Panic/Crash Bar
    -Badge Reader Access Control
    -Electric Door Strike

13. 14’ Maintenance Gate (Double Swing)
    -Able to be Padlocked/ Otherwise Secured

14. 14’ Maintenance Gate (Double Swing)
    -Able to be Padlocked/ Otherwise Secured

15. 4’ Egress Gate (Single Swing)
    -Auto Closer
    -Manual Key Access
    -Panic/Crash Bar

Exhibit C—Tarkington Middle School and Transportation Area



8’ - Commercial Iron 3 or 4 Rail, Replace existing fence

XXXXX Remove Existing Fence

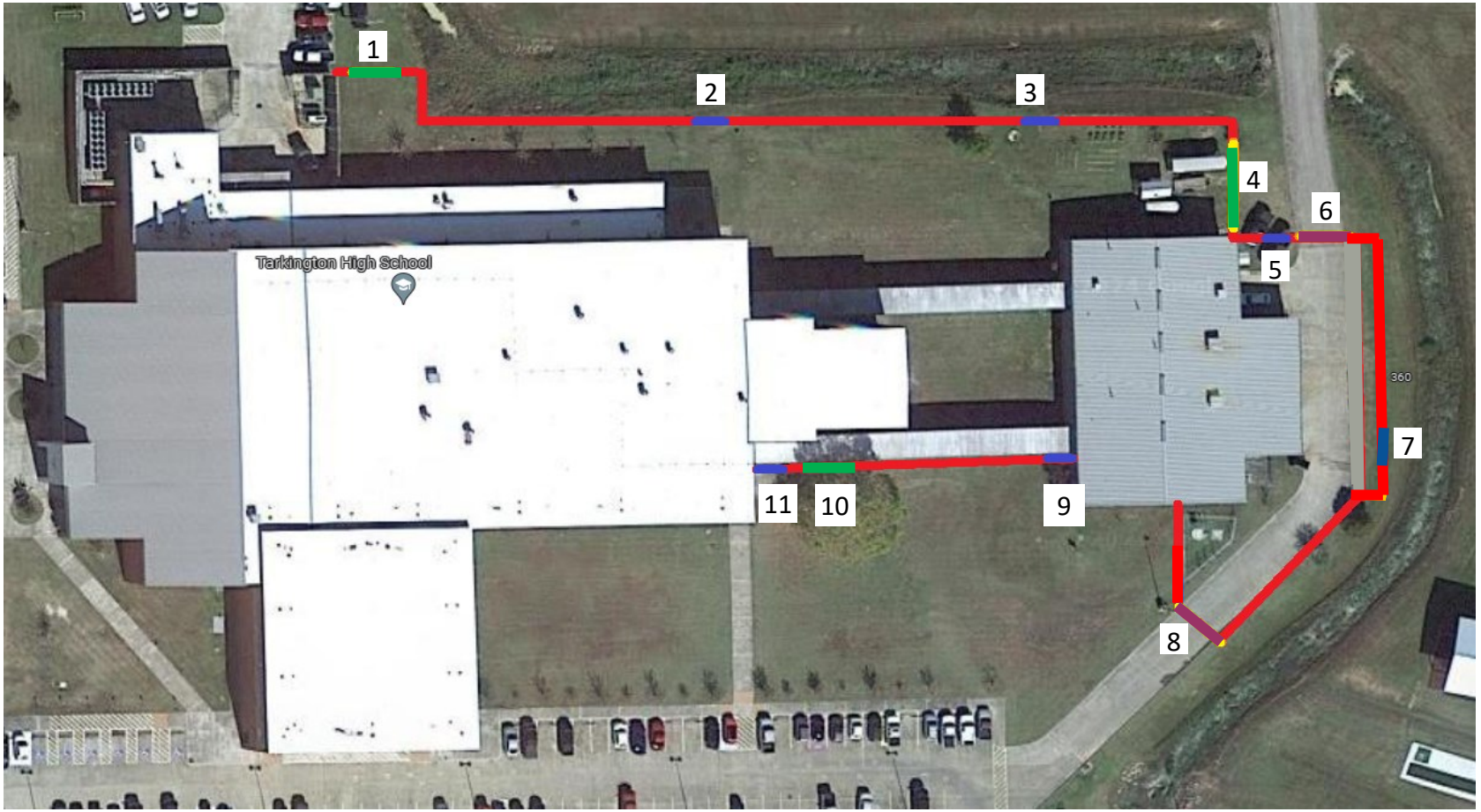
6’ - Commercial Iron 3 or 4 Rail, New Construction

1. 8’ Double Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
   -Badge Reader Access Control
   -Electric Door Strikes
2. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
3. 14’ Maintenance Gate (Double Swing)
   -Able to be Padlocked/ Otherwise Secured
4. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
   -Badge Reader Access Control
   -Electric Door Strike
5. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
   -Badge Reader Access Control
   -Electric Door Strike
6. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
   -Badge Reader Access Control
   -Electric Door Strike
7. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
8. 14’ Maintenance Gate (Double Swing)
   -Able to be Padlocked/ Otherwise Secured
9. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar

T1. 18’ Cantilever Slide Gate
-Operator
-Battery Backup
-1-2 Vehicle Detection Loops
-Reno BX 4 Detectors**
-Stand
-Badge Reader Access Control
-Fire Department Chain Release with Knox Lock

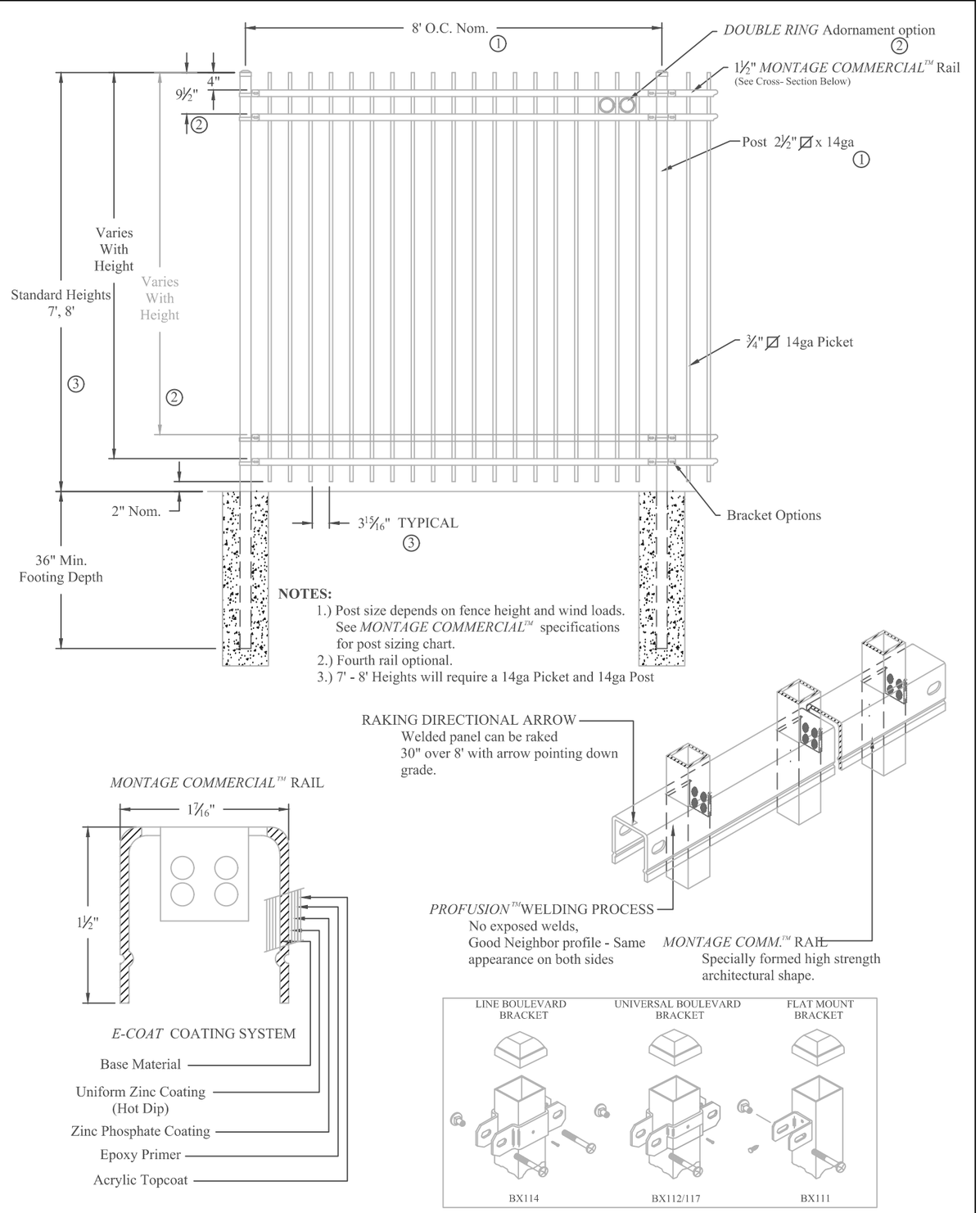
T2. 18’ Cantilever Slide Gate
-Operator
-Battery Backup
-1-2 Vehicle Detection Loops
-Reno BX 4 Detectors**
-Stand
-Badge Reader Access Control
-Fire Department Chain Release with Knox Lock

Exhibit D—Tarkington High School



1. 14’ Maintenance Gate (Double Swing)
   -Able to be Padlocked/ Otherwise Secured
2. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
3. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
4. 20’ Maintenance Gate (Double Swing)
   -Able to be Padlocked/ Otherwise Secured
   -20’ Total Span
5. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
   -Badge Reader Access Control
   -Electric Door Strike
6. 24’ Cantilever Slide Gate
   -Operator
   -Battery Backup
   -1-2 Vehicle Detection Loops
   -Reno BX 4 Detectors**
   -Stand
   -Camera with push button style doorbell for remote access
   -Badge Reader Access Control
   -Fire Department Chain Release with Knox Lock
7. 4’ Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
   -Badge Reader Access Control
   -Electric Door Strike
8. 24’ Cantilever Slide Gate
   -Operator
   -Battery Backup
   -1-2 Vehicle Detection Loops
   -Reno BX 4 Detectors**
   -Stand
   -Badge Reader Access Control
   -Fire Department Chain Release with Knox Lock
9. 8’ Double Egress Gate (Single Swing)
   -Auto Closer
   -Manual Key Access
   -Panic/Crash Bar
   -Badge Reader Access Control
   -Electric Door Strikes
10. 14’ Maintenance Gate (Double Swing)
    -Able to be Padlocked/ Otherwise Secured
11. 8’ Double Egress Gate (Single Swing)
    -Auto Closer
    -Manual Key Access
    -Panic/Crash Bar
    -Badge Reader Access Control
    -Electric Door Strikes

EXHIBIT E



COMMERCIAL STRENGTH WELDED STEEL PANEL

PRE-ASSEMBLED

Values shown are nominal and not to be used for installation purposes. See product specification for installation requirements.

1RGISO7-8

Title: **MONTAGE COMMERCIAL GENESIS 3/4-RAIL**			
DR: NJB	SH . 1of 1	SCALE: DO NOT SCALE	
CK: BS	Date 9/21/11		REV: d

AMERISTAR®
1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422
www.ameristarfence.com

AMERISTAR® PERIMETER SECURITY USA INC.
Montage Commercial® – Commercial Steel Ornamental Fence System – Fusion Welded and Rackable
CONSTRUCTION SPECIFICATION - SECTION 32 31 19

PART 1 - GENERAL

1.01 WORK INCLUDED

The contractor shall provide all labor, materials and appurtenances necessary for installation of the welded ornamental steel fence system defined herein at (specify project site).

1.02 RELATED WORK

Section __ __ __ - Earthwork
Section __ __ __ - Concrete

1.03 SYSTEM DESCRIPTION

The manufacturer shall supply a total fence system of (specify Montage Commercial® standard picket space or Montage Commercial® Pool, Pet & Play® 3" air space) ***Welded and Rackable*** (ATF – All Terrain Flexibility) Ornamental Steel (for standard picket space, specify Classic™, Majestic™, Genesis™, or Invincible™; for 3" air space, specify Classic™, Majestic™, or Genesis™) design. The ornamental fence system shall be (specify 7' height or 8'height) from grade. The system shall include all components (i.e., panels, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES

- ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- ASTM D523 - Test Method for Specular Gloss. 0020
- ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
- ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
- ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
- ASTM F2408 – Ornamental Fences Employing Galvanized Steel Tubular Pickets.

1.06 SUBMITTAL

The manufacturer's literature shall be submitted prior to installation.

1.07 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

1.08 PRODUCT WARRANTY

A. All structural fence components (i.e. rails, pickets, and posts) shall be warranted within specified limitations, by the manufacturer for a period of 20 years from date of original purchase. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding.

B. Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufactures warranty shall be guaranteed for five (5) years from date of original purchase.

PART 2 - MATERIALS
2.01 MANUFACTURER
The fence system shall conform to (specify Montage Commercial standard picket space or Montage Commercial Pool, Pet & Play 3" air space) ***Welded and Rackable*** (ATF – All Terrain Flexibility) Ornamental Steel, (for standard picket space, specify Classic, Majestic, Genesis, or Invincible; for 3" air space, specify Classic, Majestic, or Genesis) design, (specify extended picket or flush) bottom rail treatment, (specify 3-Rail, 4-Rail, or 3-Rail with Double Rings, 4-Rail with Double Rings) style manufactured by Ameristar Fence Products, Inc., in Tulsa, Oklahoma.

2.02 MATERIAL
A. Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.60 oz/ft^2 (184 g/m^2), Coating Designation G-60.

B. Material for pickets shall be 3/4" square x 14 Ga. tubing. The rails shall be steel channel, 1.5" x 1.4375" x 14 Ga. Picket holes in the rail shall be spaced (specify 4.675" o.c. for standard picket space or 3.500" o.c. for 3" air space). Fence posts and gate posts shall meet the minimum size requirements of Table 1.

2.03 FABRICATION
A. Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.

B. Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by Ameristar's proprietary fusion welding process, thus completing the rigid panel assembly (Note: The process produces a virtually seamless, spatter-free good-neighbor appearance, equally attractive from either side of the panel).

C. The manufactured panels and posts shall be subjected to an inline electrode position coating (E-Coat) process consisting of a multi-stage pretreatment/wash, followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be (specify Black or Bronze). The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2 (Note: The requirements in Table 2 meet or exceed the coating performance criteria of ASTM F2408).

D. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Commercial weight fences under ASTM F2408.

E. Gates with an out-to-out leaf dimension less than and including 72 inches shall be fabricated using Montage Commercial ornamental panel material and 1-3/4" sq. x 14ga. gate ends. Gate leafs greater than 72 inches shall be fabricated using ForeRunner rails, intermediate uprights, gussets and 1-3/4" sq. x 14ga. gate ends. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

PART 3 - EXECUTION
3.01 PREPARATION
All new installation shall be laid out by the contractor in accordance with the construction plans.

3.02 INSTALLATION
Fence post shall be spaced according to Table 3, plus or minus 1/4". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36" (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

3.03 FENCE INSTALLATION MAINTENANCE
When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

3.04 GATE INSTALLATION

Gate posts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application, weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer's recommendations.

3.05 CLEANING

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

Table 1 – Minimum Sizes for Montage Commercial Posts

Fence Posts	Panel Height
2-1/2" x 14 Ga.	7' & 8' Heights
Gate Leaf	Gate Height
	7' & 8' Heights
Up to 4'	2.5" x 12 Ga.
4'1" to 6'	3" x 12 Ga.
6'1" to 10'	4" x 11 Ga.
10'1" to 16'	6" x 3/16" wall

Table 2 – Coating Performance Requirements

Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 1,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822 D2244, D523 (60˚ Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Table 3 – Montage Commercial – Post Spacing By Bracket Type

Span	For INVINCIBLE® 8' Nominal (90.445" Rail)				For CLASSIC, GENESIS, & MAJESTIC 8' Nominal (91.95" Rail)					
Post Size	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"	2-1/2"	3"
Bracket Type	Montage Commercial Invincible Flat Mount (BB118)		Montage Commercial Invincible Line 2-1/2" (BB119) 3" (BB120)		Montage Commercial Universal (BB112)	Montage Commercial Line Blvd. (BB114)	Montage Commercial Flat Mount (BB111)		Montage Commercial Swivel (BB113)*	
Post Settings ± 1/4" O.C.	94"	94-1/2"	94"	94-1/2"	95"	95"	95"	95-1/2"	*95"	*95-1/2"

*Note: When using BB304 swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel.

Table 4 – Montage Commercial – IBC Compliant System Requirements

Panel Options		**Post Options**		**Brackets Options**
Styles	Rail Configuration	Steel Post Options	Post Plate Options (Anchorage by others)	Line Boulevard Brackets
Classic	3-Rail & 4-Rail	2.5" SQ x 14ga	8" x 8" x 3/8" – for 2.5" posts	End Boulevard Brackets
Majestic		3" SQ x 12ga	10" x 10" x 3/8" – for 3" posts	Corner Boulevard Brackets
Genesis		4" SQ x 12ga		*Flat Mount Brackets
Invincible				*Note: Flat Mount Brackets require a thru-bolt installation*

Panel, post, and bracket assemblies shall be subjected to structural performance testing according to Chapter 17 - Structural Tests and Special Inspections - International Building Code (IBC) 2018. Physical testing to be completed by accredited third party testing facility. Completed assembly shall demonstrate loading capacity of 2.5 times prescribed design loads found in section 1607.8.1, 1607.8.1.1 and 1607.8.1.2 of IBC 2018 for Handrails and Guards.

TARKINGTON ISD
RFP for TARKINGTON ISD SECURITY FENCING & ACCESS CONTROL GATES
PROCUREMENT PROPOSAL RESPONSE PACKET
Note: All pages must be completed by Proposers and Submitted with Final Proposal.

VENDOR APPLICATION - REQUIRED FORM

Instructions:

1. The application form should be completed and signed by an authorized representative of the vendor.
2. The application must be submitted with all supporting documents and completed certifications.

Notice to Prospective Vendors:

1. Vendors are not placed on the district's approved vendor list until a purchase order is approved by the purchasing department.
2. Vendors must accept purchase orders for all purchases. The district will not be responsible for payment for goods or services that are provided to Tarkington ISD staff without an approved purchase order issued.
3. All invoices must reflect the purchase order number and must be emailed or mailed to the Tarkington ISD Accounts Payable Department (email address and mailing address are noted below).
4. All payments are net thirty (30) days after receipt of the goods and/or services.

VENDOR IDENTIFICATION:	
Vendor Full Legal Name	
Vendor DBA *(if applicable)*	
VENDOR CONTACT INFORMATION:	
Vendor Mailing Address:	
Vendor Remit Address: ***(if different from mailing)***	
Vendor Phone Number:	
Vendor Fax Number:	
Vendor Website URL:	
Vendor Email Address: ***(for point of contact on procurement)***	

I hereby certify that the above information is true and correct. I further certify that I am an authorized representative of this vendor.

_____ _____
Authorized Representative (Print Name) Title

_____ _____
Authorized Representative (Signature) Date

PROPOSAL RESPONSE FORM - REQUIRED FORM

This form contains required responses that align with the District's advertised evaluation criteria and weights, and are developed to assist the District in methodology and evaluation.

Description of Proposed Services
Construct and install Security Fencing and Access Control Gates at Tarkington ISD Campuses as detailed in this document.

EXPERIENCE, REPUTATION, AND REFERENCES – 24 POINTS TOTAL

1. References – all information provided on page 8 of this response packet will be considered
2. In the last five (5) years has your organization: (if the answer to any question below is yes, please explain)
    a. Failed to complete any work awarded to it? _____
    b. Had any judgements, claims, arbitrations proceedings, or suits filed against your organization or its officers? _____
    c. Filed any judgements, claims, arbitrations proceedings, or suits with regard to contracts? _____
    d. Filed for bankruptcy? _____
    e. If the answer to any question above is yes, please explain: _____
3. Describe what experience your organization has in providing these services. _____
4. How many years has your organization provided these services to non-profits, school districts, and other governmental entities? _____
5. What makes your team unique and most qualified to deliver these services? _____

PROJECT PERSONNEL AND QUALIFICATIONS – 10 POINTS TOTAL

1. What are the qualifications of the person overseeing the proposed services and contract? _____

2. What are the qualifications of the people who will be delivering the day-to-day on-campus services of the proposed contract? _____

3. Describe your organizations approach to providing quality work, and addressing and correcting unsatisfactory work: _____

4. What is your availability for this project? From the contract award date, in how many days can you begin?

QUALITY OF PRODUCT AND WARRANTY INFORMATION – 24 POINTS TOTAL

Any and all materials proposed as part of this procurement must meet or exceed the specifications described within this document. **Proposer must provide** submittals, manufacturer cut sheets, warranty information, and any other additional information deemed necessary for all proposed materials and assemblies for review and consideration when evaluating the proposal.

1. Summarize Proposed Materials: _____

2. Summarize Proposed Warranties: _____

PRICE PROPOSAL – 37 POINTS TOTAL

The District will consider the total contract cost as part of the evaluations. The District shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the Proposal Documents, The Respondent submitting the lowest proposed cost shall receive the highest number of points in this category, and the Responded submitting the highest proposed cost shall receive the lowest number of points in this category. The District will use the Best Value method, where cost is not the sole determinate in evaluation and selection. Lowest cost does not automatically result in best value.

Base Proposal: Provide pricing for the complete project for each campus as designated within this document.

Tarkington Early Childhood School (Exhibit A):
Provide pricing for installation of all fencing and gates $_____;

Provide pricing of any warranties and terms $_____;

TOTAL TURNKEY COST for Early Childhood School Proposal $_____;

Tarkington Elementary School (Exhibit B):
Provide pricing for installation of all fencing and gates $_____;

Provide pricing of any warranties and terms $_____;

TOTAL TURNKEY COST for Elementary School Proposal $_____;

Tarkington Middle School (Exhibit C Areas North and South of School):
Provide pricing for installation of all fencing and gates $_____;

Provide pricing of any warranties and terms $_____;

TOTAL TURNKEY COST for Middle School Proposal $_____;

Tarkington High School (Exhibit D):
Provide pricing for installation of all fencing and gates $_____;

Provide pricing of any warranties and terms $_____;

TOTAL TURNKEY COST for Elementary School Proposal $_____;

Tarkington Transportation Area (Exhibit C Area North East of School):
Provide pricing for installation of all fencing and gates $_____;

Provide pricing of any warranties and terms $_____;

TOTAL TURNKEY COST for Transportation Area Proposal $_____;

GRAND TOTAL TURNKEY COST for Proposal $_____;

How many days can you begin from Notice to Proceed _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) – 5 POINTS

1. Is your organization a HUB? If so, please provide certificate. _____

Special Note: Supplemental information may be provided in addition to the required Procurement Proposal Response Packet. Physical size of the supplemental information may not exceed 25 pages. The District at its sole discretion may elect to consider or disregard any supplemental information that is submitted in evaluating responses.

We propose to enter into contract with Tarkington ISD for the repair, removal, and installation for security fencing and access control gates in accordance with the specifications in this proposal, for the prices set forth below. We have carefully reviewed, and understand, the terms, conditions, and specifications, of the requested services. We understand that Tarkington ISD reserves the right to reject any or all proposals and to waive any informalities in the proposal, and to award the contract in the best interests of Tarkington ISD.

_____ _____
Authorized Representative (Print Name) Title

_____ _____
Authorized Representative (Signature) Date

PROPOSAL RESPONSE CERTIFICATION - REQUIRED FORM

The undersigned authorized representative of the responding company indicated below hereby acknowledges:

1. That the respondent is authorized to enter into contractual relationship on behalf of the responding company indicated below.
2. That respondent has carefully examined this document in its entirety.
3. The respondent proposes to supply any products or services submitted under this solicitation in strict compliance with all terms, policies and procedures, unless any exceptions are noted.
4. That any and all exceptions have been noted in writing in the response and that no other exception will be claimed.
5. The accuracy of all certifications required which accompany this proposal.
6. The stated organization is an equal opportunity employer.
7. That any prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Respondent or with any competitor.
8. That notice of award and/or any communication regarding an award will be submitted via TISD and not by any consultant, Respondent or other party involved in this solicitation.
9. That the organization has not been a party to any collusion among Respondent in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any TISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with TISD's Purchasing personnel; or in any discussions or actions between Respondent and any TISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.
10. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
11. By submitting a Proposal, Respondent agrees to waive any claim it has or may have against the District, its trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal documents; acceptance or rejection of any Proposal; and award of the Proposal. The District shall have no contractual obligation to any Respondent, nor will any Respondent have any property interest or other right in the Proposal or contract being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Respondent have been fulfilled by the Respondent.

By submitting this proposal, the Respondent warrants that the Respondent has had the opportunity to carefully examine the site of the proposed work and all of the requirements of the RFP. The Respondent further warrants that the Respondent is satisfied that there are no conflicts in the bidding documents and that the site proposed for the project is suitable for the work. By submission of a proposal in response to this RFP, the Respondent confirms Respondent's understanding of the entire document and all of its contents. The Respondent also represents that its firm possesses the personnel, processes, and technology necessary to safely and efficiently perform the work outlined in this RFP.

Your signature below is the Proposal Response Certification acknowledgement.

_____	_____
Authorized Representative (Print Name)	Title
_____	_____
Authorized Representative (Signature)	Date

STATEMENT OF COMPLAINCE/DEVIATION FORM - REQUIRED FORM

This form is a signed statement that all information in the response packet complies with all specifications, terms and conditions, scope, and/or qualifications contained in the solicitation document. If the undersigned Respondent intends to deviate from the listed specifications, terms and conditions, scope, and/or qualifications contained in the solicitation document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this form, the Respondent assures Tarkington ISD of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

_____ No Deviations _____ Yes Deviations

List any deviations your company is submitting below, if applicable (Attach additional sheet if necessary):

_____

_____

_____

If you are requesting any modifications to the form of Agreement included with the RFCSP package, please indicate those and attach them to this form.

List any Addenda your company is submitting below (Attach additional sheet if necessary):

_____ No Addenda Included

Addendum Number: _____ Addendum Description: _____

Addendum Number: _____ Addendum Description: _____

Addendum Number: _____ Addendum Description: _____

Addendum Number: _____ Addendum Description: _____

_____ _____
Authorized Representative (Print Name) Title

_____ _____
Authorized Representative (Signature) Date

REFERENCES - REQUIRED FORM

Please complete the reference fields below. Vendor should list as references school districts and/or other governmental entities (other than Tarkington ISD) for which vendor has provided products or services similar to what is requested on this proposal. Additional references for the can be provided as an attachment, but the minimum required for this proposal is 3 references.

Reference 1
Name of Entity:
Contact Name & Title:
Mailing Address:
Phone Number:
Email Address:
Date of Similar Products/Services Delivered:
Brief Description of Similar Products/Services Delivered:

Reference 2
Name of Entity:
Contact Name & Title:
Mailing Address:
Phone Number:
Email Address:
Date of Similar Products/Services Delivered:
Brief Description of Similar Products/Services Delivered:

Reference 3
Name of Entity:
Contact Name & Title:
Mailing Address:
Phone Number:
Email Address:
Date of Similar Products/Services Delivered:
Brief Description of Similar Products/Services Delivered:

The undersigned confirms the above information is correct to the best of his/her knowledge and understands the District may contact any of the above.

_____ _____
Authorized Representative (Print Name) Title

_____ _____
Authorized Representative (Signature) Date

CERTIFICATE OF RESIDENCY - REQUIRED FORM

Pursuant to Government Code, Chapter 2252 a district may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located, or the state in which a majority of the manufacturing relating to the contract will be performed. (Gov't Code 2252.002).

Definitions (Gov't Code 2252.001)

- "Governmental contract" means a contract awarded by a governmental entity, including a public school district, for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state (Texas).
- "Nonresident bidder" refers to a person who is not a resident.

Indicate the certification of residency that applies:

_____ My company is a “resident Respondent”

_____ My company is a “nonresident Respondent” of _____(the state your principal place of business is located)

If applicable, does your “resident state” require Respondent whose principal place of business is in Texas to under Proposal, Respondents who resident state is the same as yours by a prescribes amount or percentage to receive a comparable contract?

_____ No

_____ Yes, the amount or percentage is _____

_____ _____
Authorized Representative (Print Name) Title

_____ _____
Authorized Representative (Signature) Date

CERTIFICATONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS – REQUIRED FORM

Lobbying: This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned contractor certifies that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing, Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned contractor certifies that neither it nor its principals:

(1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a

governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,

(3) Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

Drug-Free Workplace: This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

The undersigned contractor certifies that it shall provide a drug-free workplace by:

(a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
(b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
(c) Providing each employee with a copy of the Contractor's policy statement;
(d) Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
(e) Notifying the District within ten days of Contractor's receipt of a notice of a conviction of an employee; and,
(f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or require such employee to participate in a drug abuse assistance or rehabilitation program.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

_____	_____
Authorized Representative (Print Name)	Title
_____	_____
Authorized Representative (Signature)	Date

TEXAS CORPORATE FRANCHISE TAX CERTIFICATION - REQUIRED FORM

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for Profit Corporation's that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this contract is current in its franchise taxes must be signed by the individual on Form 203, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

_____ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

_____ _____
Authorized Representative (Print Name) Title

_____ _____
Authorized Representative (Signature) Date

CRIMINAL BACKGROUND CHECKS - REQUIRED FORM

All Respondent, subcontractors, and their employees must submit to the District proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. When entering a district site, check in through the front office or the district office through our School Check In (SCI) system. The criminal record history must be obtained by the successful Respondent before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on the Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9.

Respondent agrees by signing and executing this solicitation to provide assurance that all employees, subcontractors, and volunteers of the provider who have contact with students have passed a criminal history background check current within the last year as per defined in Senate Bill 9.

The Respondent will obtain history record information that relates to an employee, applicant for employment, or agent of the Respondent if the employee, applicant, or agent has or will have continuing duties related to the contracted services and the duties are or will be performed on school property or at another location where students are regularly present.

The Respondent certifies to Tarkington ISD that before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Respondent shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from TISD's property or other location where students are regularly present. TISD shall be the final decider of what constitutes a "location where students are regularly present." Respondent's violation of this section shall constitute a substantial failure.

If the Respondent is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit a letter attesting that they are in compliance.

I, the undersigned agent for the firm named below, certify that the information concerning criminal background checks has been reviewed by me, the following information furnished is true to the best of my knowledge and I acknowledge compliance with this section.

_____	_____
Authorized Representative (Print Name)	Title
_____	_____
Authorized Representative (Signature)	Date

FELONY CONVICTION NOTICE - REQUIRED FORM

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History,
Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by
Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

You must check A, B or C and sign below:

_____ A. Our firm is a publicly held corporation, therefore, this reporting requirement is not applicable.

_____ B. Our firm is not owned or operated by anyone who has been convicted of a felony.

_____ C. Our firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Vendor Name: _____

Name of Individual(s): _____
(Attach additional sheets if necessary)

Details of Conviction(s): _____

_____
(Attach additional sheets if necessary)

I, the undersigned for the firm named below, certify that the information concerning notification of felony convictions has been by me and the following information furnished is true to the best of my knowledge.

_____ _____
Authorized Representative (Print Name) Title

_____ _____
Authorized Representative (Signature) Date

STATE ASSESSMENT CERTIFICATION - REQUIRED FORM

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

_____ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

_____ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

_____ _____
Authorized Representative (Print Name) Title

_____ _____
Authorized Representative (Signature) Date

REQUIRED STATE AND FEDERAL CERTIFICATIONS - REQUIRED FORM

Certification Regarding Terrorist Organizations. Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

Certification Regarding Boycotting of Israel. Pursuant to Sections 2270.001-.002, 808.001-.006, .051-.057, .101-.102 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory

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The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The contractor certifies that:

_____ It is not doing business with any organization indicated on the Foreign Terrorist Organization list as so designated by the U.S. Secretary of State under Federal Law.

_____ that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel.

Certification Regarding Boycotting Energy Companies. Pursuant to Texas Government Code Chapter 2274, the Contractor hereby certifies and verifies that it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Certification Regarding Discriminating Against Firearm Industry. Pursuant to Texas Government Code Chapter 2274, the Contractor hereby certifies and verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The verification is not required for contracts with a sole-source provider or if the governmental entity does not receive any bids from a company that is able to provide the required verification.

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The contractor certifies that:

_____ By entering into this Agreement, the Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

_____ By entering into this Agreement, the Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract

_____ _____
Authorized Representative (Print Name) Title

_____ _____
Authorized Representative (Signature) Date

CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ - REQUIRED FORM

A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the district and:

1. Has an employment or other business relationship with a local government officer of the district, or a family member of the officer, described by Local Government Code 176.003(a)(2)(A);
2. Has given a local government officer of the district, or a family member of the officer, one or more gifts with the aggregate value specified by Local Government Code 176.003(a)(2)(B), excluding any gift described by Local Government Code 176.003(a-1); or
3. Has a family relationship with a local government officer of the district

---

The Vendor certifies that:

____ No conflict of interest exists

____ A possible or potential conflict of interest exists. Form CIQ completed (or attached) on the following page.

_____	_____
Authorized Representative (Print Name)	Title
_____	_____
Authorized Representative (Signature)	Date

A copy of the form is attached hereto and must be submitted if applicable.

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity — Date

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Revised 1/1/2021

CERTIFICATE OF INTERESTED PARTIES - REQUIRED FORM

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The requirement above applies only to a contract of a district that:

1. Requires an action or vote by the board before the contract may be signed;
2. Has a value of at least $1 million; or
3. Is for services that would require a person to register as a lobbyist under Government Code Chapter 305.

Gov't Code 2252.908

The disclosure requirement does not apply to a contract with:

1. A publicly traded business entity, including a wholly owned subsidiary of the entity;
2. An electric utility, as defined by Utilities Code 31.002; or
3. A gas utility, as defined by Utilities Code 121.001.

Gov't Code 2252.908(c)(4)–(6)

Filing Process: The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with Tarkington ISD.

Form Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800. A sample is attached hereto but must be submitted only.

The contractor certifies that:

____ Form 1295 filing is required and a certification of filing will be provided to Tarkington ISD should we be awarded the contract

_____ Form 1295 filing is not required

_____ _____
Authorized Representative (Print Name) Title

_____ _____
Authorized Representative (Signature) Date

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING - REQUIRED FORM

By submission of this proposal, the undersigned certifies that:

1. Neither the Respondent nor any of Respondent's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other Respondent, and further states that no such money or other reward will be hereinafter paid.

2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, the Tarkington ISD Board of Trustees between proposal submission date and award by the Tarkington ISD Board of Trustees.

3. No officer or stockholder of the Respondent is a member of the staff or related to any employee or Board of Trustees member of the Tarkington ISD except as noted on Form CIQ (Conflict of Interest Questionnaire - attached).

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing in his/her behalf.

_____	_____
Authorized Representative (Print Name)	Title
_____	_____
Authorized Representative (Signature)	Date

ORIENTATION TO COMPLAINT PROCEDURES FOR SERVICE PROVIDERS – REQUIRED FORM

The policy of Tarkington ISD herein referred to as "the District" is to resolve complaints in a fair and prompt manner. The Districts administrative directive on GRIEVANCE PROCEDURE establishes the guidelines for the resolution of grievances/complaints and requires this orientation sheet be received and acknowledged by all individuals or organizations providing services to the District under contract or agreement.

Acts of restraint, interference, coercion, discrimination or reprisal towards complainants exercising their rights to a file a grievance under District policy are prohibited. A complainant is the individual or organization filing a grievance/complaint. A respondent is the individual or organization against whom a grievance/complaint if filed. Inquiries regarding the resolution of grievances should be addressed to:

Tarkington Independent School District
ATTN: Chris Conner
72 CR 2268
Cleveland, Texas 77327
Telephone: (281) 592-8781

Every effort should be made to resolve your grievance at the optimum management level. The District's EO Officer is available to assist, as necessary, in the grievance resolution process.

The time limit to file a complaint under the District's grievance procedure is 30 calendar days from the date of the event that leads to the filing of the grievance. A copy of the District's Policy and Procedure is available upon request.

EQUAL OPPORTUNITY IS THE LAW

The District is prohibited from discriminating on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only. If you think that you have been subjected to discrimination, you may file a complaint within 180 days from the date of the alleged violation with the Equal Opportunity Officer at the:

TEXAS WORKFORCE COMMISSION
WORKFORCE DEVELOPMENT DIVISION
EQUAL OPPORTUNITY OFFICE
101 E. 15th STREET
AUSTIN, TEXAS 78778
Telephones: (512) 936-0342; (TDD): 1-800-RELAY TX, Voice 1-800-RELAY VV.

_____	_____
Authorized Representative (Print Name)	Title
_____	_____
Authorized Representative (Signature)	Date

CERTIFICATE OF LIABILITY - REQUIRED *(Provide Copy)*

Please provide a Copy of Your Certificate of Liability Insurance.

Provide actual Certificate of Liability Insurance as part of your proposal

CERTIFICATE OF LIABILITY INSURANCE					DATE	
PRODUCER **SAMPLE ONLY**					THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
					COMPANIES AFFORDING COVERAGE	
INSURED **SAMPLE ONLY**					COMPANY A	
					COMPANY B	
					COMPANY C	
					COMPANY D	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$1,000,000.00
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	$1,000,000.00
	CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$1,000,000.00
	X OWNERS PROTECTIVE LIABILITY				EACH OCCURRENCE	$1,000,000.00
	THE STATE OF TEXAS, IT'S EMPLOYEES, NAME INSURED (SEE BELOW)				FIRE DAMAGE (Any one fire)	$ 50,000.00
					MED EXP (Any one person)	$ 5,000.00
	AUTOMOBILE LIABILITY					
	ANY AUTO				COMBINED SINGLE LIMIT	$1,000,000.00
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	X SCHEDULED AUTOS					
	X HIRED AUTOS				BODILY INJURY (Per accident)	$
	X NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
						$
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATUTORY LIMITS OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				EL EACH ACCIDENT	$ 500,000.00
					EL DISEASE-Policy Limit	$ 500,000.00
					EL DISEASE-Ea. Employee	$ 500,000.00
x	x OTHER: BUILDERS RISK				AMOUNT OF CONTRACT	
X	OWNRS PROTECTIVE LIABILITY NAMED INSURED, THE STATE OF TEXAS, IT'S EMPLOYEES					$1,000,000.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(PROJECT ADDRESS) **SAMPLE ONLY**

CERTIFICATE HOLDER	CANCELLATION
TEXAS WORKFORCE COMMISSION 101 East 15th Street, Room 226T Austin, Texas 78778-0001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEROF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

W9 TAXPAYER IDENTIFICATION CERTIFICATION - REQUIRED FORM

Provide a completed IRS Form W-9 as part of your proposal – available at https://www.irs.gov/forms-pubs/about-form-w-9.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C–C corporation, S–S corporation, P–partnership) ►

☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

___ – ___ – ____

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X Form **W-9** (Rev. 1-2011)

FEDERAL AWARDS CONTRACT ADDENDUM CERTIFCATION- REQUIRED FORM

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

A. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate*. [Applicable ONLY to contracts in excess of $250,000.]*

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

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. *[Applicable ONLY to contracts in excess of $10,000.]*

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

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

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

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *[Applicable ONLY to prime construction contracts in excess of $2,000 where federal funds are being used for the project]*

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

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

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

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a

contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). *[Applicable ONLY to contracts in excess of $250,000.]*

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

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

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

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. *[Applicable ONLY to contracts in excess of $100,000]*

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

J. Procurement of Recovered Materials – When federal funds are expended, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements

K. Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-

ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

L. Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every

subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[Only Applicable to Contracts funded under the National School Lunch Program] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District

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

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitations is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

FEDERAL AWARDS CONTRACT ADDENDUM CERTIFCATION

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

_____	_____
Authorized Representative (Print Name)	Title
_____	_____
Authorized Representative (Signature)	Date