



Galena Park Independent School District  
Attn: Purchasing Department  
14705 Woodforest Blvd.  
Houston, Texas 77015

**RFP 21-001**  
**Request for Proposals**  
**Perimeter Security Fencing & Gates**

**Submittal Deadline and Proposal Opening Deadline:**

**Thursday, December 3, 2020 at 1:30pm CST**

Questions regarding this RFP 21-001 must be submitted via email to [purchasing@galenaparkisd.com](mailto:purchasing@galenaparkisd.com) no later than November 27, 2020. All questions and answers will be posted at: [galenaparkisd.com/Page/1155](http://galenaparkisd.com/Page/1155).

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# 1.0 NOTICE OF INTENT

GPISD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031 Purchasing Contracts, Request for Proposals for services other than construction services.

It is the intent of Galena Park Independent School District (GPISD) to award one or more contract(s) as a result of this RFP. Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this RFP, including **Section 5.0 Scope of Proposal**, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications. Contracts awarded pursuant to this RFP are intended to comply with the Education Department General Administrative Regulations (EDGAR), 2 C.F.R. Part 200.

**1.1** The initial base term of the prospective contract is a period of two (2) years, and GPISD may elect to extend any contract awarded pursuant to this RFP for up to three (3) additional one-year renewal terms. The maximum duration of any contract resulting from this RFP is five (5) years.

**1.2** In this RFP and in the Agreement, the following terms shall mean as follows:

**1.2.1 “GPISD”** means the Galena Park Independent School District, an independent school district established under the laws of the State of Texas, with central administrative offices located at 14705 Woodforest Blvd., Houston, Texas 77015.

**1.2.2 “Vendor(s)”** means the proposer(s) responding to this RFP and vendor(s) to whom a contract has been awarded as a result of this RFP by GPISD. A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the product(s) /service(s) listed herein.

**1.2.3 “Agreement”** means the Contract Terms and Conditions in Section 4.0, as further defined in the Entire Agreement provision of Section 4.12.

**1.2.4 “Best Value”** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of the Vendor’s product(s)/service(s), and price, as detailed in **Section 3.0 Evaluation and Award**.

**1.2.5 “Purchase Order”** means the agreed upon purchase order between GPISD and the Vendor. Special terms and conditions agreed upon by the Vendor and GPISD may be added as addenda to the Purchase Order, including such items as requirements concerning certificates of insurance, bonding, and small or disadvantaged business goals.

**1.2.6 “Premium Hours”** means those hours not included in Regular Hours or federal holidays. Premium Hours must be approved by GPISD for each Purchase Order.

**1.2.7 “Regular Hours”** means the hours between 8 a.m. and 5 p.m., Monday thru Friday, excluding the following holidays: Presidents’ Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year’s Day.

**1.2.8 “RFP”** means this Request for Proposals. As used herein, the term “procurement solicitation” includes this RFP.

### 1.3 Time Table

GPISD anticipates following the time table listed below for this procurement solicitation. The table below is only an estimate and may vary.

TIME TABLE		
Item	Activity	Date
1	RFP Advertised – 1 <sup>st</sup> run	November 12, 2020
2	RFP Advertised – 2 <sup>nd</sup> run	November 19, 2020
3	Last Day for Questions	November 27, 2020
4	Proposals Due	Thursday, December 3, 2020 at 1:30 pm CST
5	Award Date	January 11, 2021

## 2.0 INSTRUCTIONS TO VENDORS

### 2.1 RFP Documents

GPISD Purchasing Department documents are made available to anyone who wishes to submit a proposal. However, it is the responsibility of the Vendor submitting a proposal to make certain that GPISD has the appropriate company name, authorized representative(s), and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

The GPISD Purchasing Department's website is at: [www.galenaparkisd.com/Domain/127](http://www.galenaparkisd.com/Domain/127)

### 2.2 Intentionally left blank

### 2.3 Questions

Questions related to this RFP must be submitted to GPISD by email at [purchasing@galenaparkisd.com](mailto:purchasing@galenaparkisd.com) no later than November 27, 2020. All submitted questions and answers will be posted at: [galenaparkisd.com/Page/1155](http://galenaparkisd.com/Page/1155). Questions will not be answered verbally or by phone.

## 2.4 Addenda

Any interpretations, corrections, additions, or changes to this RFP will be communicated to Vendors by the issuance of an addendum. It is the responsibility of the Vendor, prior to submitting a proposal, to determine whether an addendum was issued. All Vendors shall comply with the requirements specified in any addendum issued by GPISD.

## 2.5 Proposal Response Requirements

Vendors are requested to submit a proposal offering their total line of available products and services that are commonly purchased by school districts. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Vendors must follow the instructions detailed herein in preparing and submitting their proposals.

### 2.5.1 Compliance with Specifications and Agreement

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP. Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the Agreement terms in Section 4.0 Contract Terms and Conditions. Any exceptions to the terms and conditions in the RFP or the Agreement must be clearly indicated in the Vendor's submitted proposal on the Deviation Form contained in Section 8.0 Attachments. Deviations or exceptions stipulated in a Vendor's proposal may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified. Each Vendor, by making its proposal, represents that the Vendor has read and understands the RFP and the Agreement.

### 2.5.2 Required Submission Format

Vendors shall submit one (1) original and at least two (2) copies of proposals, including all attachments, to GPISD at the following address:

Galena Park ISD  
Purchasing Department  
RFP 21-001 Perimeter Security Fencing & Gates  
14705 Woodforest Blvd.  
Houston, Texas 77015

GPISD will only accept proposals submitted via mail, hand-delivery, or other traditional carrier method. Faxed or electronically transmitted proposals will not be accepted. Proposals should be direct, concise, complete, and unambiguous. Copyrighted proposals are unacceptable and may be disqualified.

The following items must be included in the proposal. Failure to include these items may result in non-award.

- Completed 8.0 Vendor Questionnaire and Attachment Packet
- Pricing; Electronic Catalog/Price Lists
- Insurance Coverage Certification
- Address of Vendor's website
- Any applicable certificates (i.e., HUB, SWBE, licenses, etc.)

### 2.5.3 Proposal Response Location

Proposals must be received by GPISD at the address specified above on or before the Submittal Deadlines and Proposal Opening Deadlines indicated in Section 1.3 Time Table. Proposals received after the Fourth Submittal Deadline and Proposal Opening Deadline will be disqualified. No provisions or exceptions are made for late submission due to actions or omissions of the Vendor or any third party.

## **2.6 GPISD Reservations**

GPISD reserves the right to:

- Cancel this procurement solicitation in whole or in part, or issue a revised or amended RFP, at the sole discretion of GPISD.
- Award one or more contracts, in part or in whole, to a single or to multiple Vendors, or to make no awards, in GPISD's sole discretion.
- Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
- Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of GPISD.
- Waive any formalities, technicalities, or other defects if deemed in the best interest of GPISD.
- Request clarification and/or correction of Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- Be the sole judge of quality and equality.
- Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.
- Utilize State of Texas contracts, contracts awarded by other governmental agencies, or cooperative agreements in lieu of any offer received or award made as a result of this procurement solicitation, if it is in the best interest of GPISD, at GPISD's sole discretion, to do so.

## **2.7 Financial Responsibility**

GPISD assumes no financial responsibility for any costs incurred by Vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this RFP.

## **2.8 Contracts Involving Federal Funds**

Because at the time of procurement, GPISD may be unable to determine the source of funds to be used for particular contracts, GPISD intends to competitively procure contracts as required by Section 44.031 of the Texas Education Code and intends to comply with the federal uniform guidance, 2 C.F.R. Part 200, for every procurement action for which federal funds may be used. If it is anticipated that GPISD will use federal funds exceeding the federal simplified acquisition threshold, GPISD will perform an independent estimate of the value of goods or services in the current market before receiving bids or proposals, and after GPISD received bids and proposals, but before awarding a contract, GPISD will also conduct a price or cost analysis and document its findings.

## **2.9 General Corporate and Contact Information**

Vendor agrees to provide GPISD with the following financial information if requested by GPISD at any point during the procurement process, including before or after contract award: if public, the Vendor's income statement, balance sheet, and cash flow for the past three (3) years; if private, the Vendor's audited financial statements for the past two years (if available). A Vendor's failure to provide this financial information may impact the GPISD Administration's recommendation to the GPISD Board of Trustees for the award of the contract.

## **2.10 Disqualification**

A Vendor may be disqualified before or after the proposals are unsealed, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage. A Vendor may also be disqualified before or after the proposals are opened in the event Vendor is out of compliance with an existing contract with GPISD.

## **2.11 Environmental Initiatives**

GPISD is committed to reducing waste and promoting energy conservation. Toward that end, vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

## **2.12 Interpretation**

This procurement solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

## **2.13 No Return of Proposals; Withdrawal of Responses**

Once submitted, GPISD will not return proposals to vendors. A proposal that has been submitted to GPISD may be withdrawn prior to the applicable Submittal Deadline and Proposal Opening Deadline. Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Vendors should be aware that GPISD will retain a copy of all materials submitted, and the information will remain subject to the Texas Public Information Act.

## **2.14 Non-Collusion Statement**

Vendors are required to certify a Non-Collusion Statement (See D. Vendor Certifications). Vendors are required to state the party submitting a proposal, that such proposal is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or of any other Vendor, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Vendor, or to secure any advantage against GPISD or any person interested in the proposed contract, and that all statements in said proposal are true.

## **2.15 Open Records Policy**

GPISD is a governmental body subject to the Texas Public Information Act. Proposals submitted to GPISD as a result of this procurement solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its proposal, or parts of its proposal, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the proposal which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. GPISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

## **2.16 Preferences**

GPISD may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by GPISD in a Child Nutrition Program. See Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

## **2.17 Similar Products**

Whenever a product or material is defined by GPISD in this procurement solicitation 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 (as applicable). The specified product or material shall be understood as indicating 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 (as applicable).

## **2.18 GPISD is Tax-Exempt**

GPISD is tax-exempt. Proposal prices should not include taxes.

## **2.19 Conflict of Interest (Section 8.0 Attachments - CIQ Form)**

GPISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. Vendors should complete the Conflict of Interest Form CIQ in Section 8.0 Attachments and submit the completed form with the proposal.

## **2.20 Federal Conflict of Interest Requirements**

In accordance with federal requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of GPISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Violations of this standard by an employee will be reported to the Superintendent’s Office and addressed through GPISD’s personnel policies. Violations of this standard by a trustee or the Superintendent shall be addressed to the Board President and addressed through GPISD Board policies.

## **2.21 Interlocal Cooperation Act**

It is the intent of GPISD to allow other governmental entities, including other school districts, to “piggyback” onto any existing contract between GPISD and Vendor entered into pursuant to this RFP. Accordingly, as permitted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, other governmental entities that have entered into an Interlocal Agreement with GPISD are authorized to enter into separate, independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between GPISD and Vendor. In the event GPISD allows another governmental entity to “piggyback” onto any contract resulting from this procurement solicitation, it is expressly understood that GPISD shall in no way be a party to any such separate, independent contract or otherwise liable for the obligations of the other governmental entity or the Vendor.

# **3.0 EVALUATION AND AWARD**

## **3.1 Award of Contract**

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined, after evaluation by the GPISD Purchasing Department, to be the best value to GPISD. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements



identified in this document. Awards will be made to the successful Vendor(s) for the total line of products and services submitted. Awards will be based on the criteria set forth in this document.

### **3.2 Market Basket Analysis (applicable to USDA/TDA purchases only)**

GPISD reserves the right, in its sole discretion, to use a “Market Basket Analysis” method, as that term is defined by applicable USDA/TDA regulations and guidance. The Market Basket Analysis sample is established to represent 75% of the total estimated value of the contract to be awarded. The most recent velocity/sales report from GPISD’s current supplier(s) was used to project the balance of the year and adjusted for any estimated change in menu and participation for the following year. As a result, this list of [100] goods to be purchased under this procurement solicitation and any resulting contract includes the top [60] goods purchased by dollar volume representing the 75% threshold. Prices for the remaining [40] goods listed in the procurement solicitation should also be included, though they will not be part of the Market Basket Analysis. The Market Basket Analysis shall not be used for service or equipment contracts/procurement solicitations or for Fee-For-Service Processing contracts.

### **3.3 Competitive Range**

It may be necessary for GPISD to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

### **3.4 Clarification and/or Discussions**

GPISD may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between GPISD and Vendor can also take place after the initial receipt of proposals. GPISD reserves the right to conduct discussions with all, some, or none of the Vendors submitting proposals. GPISD will not assist the Vendor in the revision or modification of its proposal, nor will GPISD assist the Vendor in bringing its proposal to the same level of other proposals received by GPISD. Negotiations or discussions, if any, will not consist of a back-and-forth exchange resulting in a contract, but rather will seek clarification or obtain equivalent elements.

### **3.5 No Guarantee of Quantities**

GPISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. GPISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this procurement solicitation. However, Vendors are expected to carry sufficient inventories to service the needs of GPISD and shall furnish all required goods and/or services to GPISD at the stated price, when and if required. GPISD makes every effort to be as accurate as possible when providing estimated quantities; however, quantities for purchases paid for with Child Nutrition funds are subject to change for various reasons, which include, but are not limited to the following: USDA commodity allocation(s), variations in student population, GPISD production item substitution(s), changes in consumer taste or expectations, pricing, and nutrition regulatory changes.

### **3.6 Formation of Contract (Section 8.0 Attachments - Execution of Offer)**

A proposal submitted in response to this RFP is an offer to contract with GPISD based upon the terms, conditions, scope of work, and specifications contained in this RFP. An RFP does not become a contract unless and until it is accepted by GPISD after approval by the GPISD Board of Trustees. A contract is formed when GPISD’s Superintendent or designee signs the Execution of Offer contained in Section 8.0 Attachments. The Vendor must submit a signed Execution of Offer, thus eliminating the need for the formal signing of a separate contract.

### **3.7 Multiple Awards**

GPISD reserves the right to award contracts to multiple Vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with GPISD. GPISD may make multiple awards; this fact should be taken into consideration by each Vendor.

### **3.8 Non-Exclusive Contract**

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of GPISD. GPISD is free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at GPISD's sole discretion.

### **3.9 Responsible Vendor**

GPISD may only award contracts to Responsible Vendor(s) who possess the ability to perform successfully under the terms and conditions of a proposed procurement contract. A Responsible Vendor is a Vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein. When determining if a Vendor is responsible, GPISD will consider the proposer's integrity, compliance with public policy, record of past performance, and financial and technical resources.

### **3.10 Responsive Proposal**

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP.

### **3.11 Material Changes (applicable to USDA/TDA purchases only)**

In the event federal child nutrition funds are used, if a material change (as that term is defined by applicable USDA/TDA rules and regulations) to a contract entered into between GPISD and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, GPISD may issue a new procurement solicitation for the goods or services procured under the previously-existing contract. "Material change" for purposes of this Section 3.11 means a modification that substantially exceeds the terms of the original contract between GPISD and Vendor.

### **3.12 Product Recall**

If a product recall is instituted on an item that has been furnished and delivered to GPISD, Vendor must immediately notify the individual who signed the Purchase Order and [purchasing@galenaparkisd.com](mailto:purchasing@galenaparkisd.com) with all pertinent information regarding the recall.

### **3.13 Appeal/Protest Process**

Any Vendor who submitted a proposal may appeal GPISD's award, if the appeal is based on deviations from laws, rules, regulations, or GPISD Board policies. GPISD Board Policy GF (Local) applies to any Vendor wishing to appeal a proposal and/or award of a contract.

A Vendor shall submit a complaint/appeal form by hand-delivery, by electronic communication, including e-mail and fax, or by U.S. Mail to Attention: Communications Department, Public Information Officer, in accordance with Policy GF (Local). In the event Vendor is unsure about the award of the contract, it is the Vendor's responsibility to contact the GPISD Purchasing Department to verify details concerning the award.

### **3.14 Inspection & Acceptance**

Awarded Vendor(s) shall deliver the goods or services procured under this RFP to the GPISD Department issuing a Purchase Order. If delivery is not or cannot be made within the requested time period, the awarded Vendor must receive authorization from the issuing GPISD Department for the delayed delivery. If defective or incorrect goods are delivered, GPISD may make the determination, in its sole discretion, to return the goods to the Vendor at no cost to GPISD. The Vendor agrees to

pay all shipping and handling costs for any such return shipment. The Vendor also shall be responsible for arranging the return of the defective or incorrect goods.

**3.15 Minority & Women’s Business Enterprise (MWBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) Participation**

GPISD encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. The Vendor shall also indicate on the submitted proposal whether or not the Vendor is a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal, and attach a copy of the certificate(s) under the Attachments section of the proposal.

When federal funds are expended by GPISD, Vendor is required to takes all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority, and women owned firms for any subcontracting opportunities, including:

- a) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**3.16 Evaluation of Proposals**

A committee selected by GPISD will review and evaluate all responsive proposals and make a recommendation for contract award to the GPISD Board of Trustees based on the following criteria, in accordance with Texas Education Code § 44.031:

<u>Evaluation Criteria</u>	<u>Weighted Value</u>
(1) Price	25
<ul style="list-style-type: none"> <li>● Overall cost of program</li> <li>● Pricing as determined by the proposal submitted</li> <li>● Pricing may also be based upon usage and coverage</li> </ul>	
(2) Vendor’s experience and reputation	15
<ul style="list-style-type: none"> <li>● Reputation of the Vendor’s goods and services</li> </ul>	
(3) Quality of Vendor’s products/services	15
(4) Extent to which the Vendor’s products/services meet GPISD’s needs:	15
<ul style="list-style-type: none"> <li>● Project Management</li> <li>● Infrastructure Solutions</li> <li>● Quality of Vendor’s Products/Service, including product guarantees</li> <li>● Demonstrated Ability to Perform</li> </ul>	

(5) Vendor’s past relationship with the District	10
(6) Impact on the ability of GPISD to comply with laws and rules relating to HUB/MWBE/SBE	0
(7) Total long term cost to the District to acquire the vendors good or services	10
(8) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor’s ultimate parent company or majority District: (a) has its principal place of business in this state; or (b) employs at least 500 persons in this state <sup>1</sup>	0
(9) Any other relevant factors specifically listed in the request for proposal	10

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<b>TOTAL POSSIBLE POINTS:</b>	<b><u>100</u></b>
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## 4.0 CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this procurement solicitation and are part of the terms and conditions of each Purchase Order issued in connection with this procurement solicitation. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED ON THE DEVIATION FORM CONTAINED IN SECTION 8.0 ATTACHMENTS OF THE RFP.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by GPISD and eliminated from further consideration by GPISD.

**AGREEMENT BETWEEN  
GALENA PARK INDEPENDENT SCHOOL DISTRICT AND  
(VENDOR)  
FOR  
RFP 21-001 Perimeter Security Fencing & Gates**

This Agreement is entered into between Galena Park Independent School District (“GPISD”) and Vendor, having submitted a proposal in response to this procurement solicitation issued by GPISD and whose proposal has been accepted and awarded by GPISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GPISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

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<sup>1</sup> As a general rule, GPISD may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319. However, GPISD may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. See 2 C.F.R. §§ 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

#### **4.1 Definitions**

The terms used in this Agreement shall have the meanings assigned to them in **Section 1.0 Notice of Intent** of the procurement solicitation.

#### **4.2 Agreement Terms; Amendment**

The terms and conditions of this Agreement shall govern all procurements and purchases conducted hereunder. No pre-published terms on Vendor's order acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed upon by GPISD and Vendor. No amendment of this Agreement shall be permitted unless and until first approved in writing by GPISD, and no such amendment shall have any effect unless and until a written amendment to this Agreement is executed by the GPISD Superintendent or her/his designee after any necessary approvals have been obtained from the GPISD Board of Trustees. In the event that a Vendor has an existing GPISD contract in the same contract title, upon award, the new, more recent contract will immediately supersede the older contract.

#### **4.3 Assignment of Agreement**

Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of GPISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any Purchase Order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of GPISD.

#### **4.4 Notification of Material Change**

Vendor is required to notify GPISD in writing when any material change in operations occurs, including, but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of Districtship, and the like, within three (3) business days of such change.

#### **4.5 Buy American Act**

For any purchases funded with federal funds, GPISD will require that the Vendor certify to GPISD that Vendor is in compliance with all applicable provisions of the Buy American Act.

Pursuant to 7 C.F.R. Part 210.21(d), participants in the National School Lunch Program and the School Breakfast Program shall use the federal nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products. 7 C.F.R. Part 210.21(d) defines a "domestic commodity or product" as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

If applicable, GPISD requires Vendor to certify whether its products are "domestic commodities or products", as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification of the domestic content of the parts, components, and other elements contained in the product, including specific information about the percentage of U.S. content from the supplier (i.e., manufacturer or distributor), as well as any other documentation required by GPISD to demonstrate that purchases are compliant with the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by GPISD, upon request. To be considered for an exception to the Buy American provision, Vendor must submit a good faith request for an exception, certifying that the Vendor reasonably believes that:

- a) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and/or
- b) the costs of a U.S. product are significantly higher than the non-domestic product.

In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, GPISD may decide not to purchase from Vendor.

Additionally, GPISD may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirements.

#### **4.6 Captions**

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

#### **4.7 Compliance with Laws**

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws; minimum and maximum salary and wage statutes and regulations; prompt payment and licensing laws and regulations; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5); the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5); the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60); the McNamara-O'Hara Service Contract Act (41 U.S.C. 351); Section 306 of the Clean Air Act (42 U.S.C. § 1857h); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15); the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5; the Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act for procuring solid waste management services in a manner that maximizes energy and resource recovery when contract amount is in excess of \$10,000); the Education Department General Administrative Regulations ("EDGAR") (2 C.F.R. Part 200); mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to GPISD, including, without limitation, the U.S. Department of Agriculture and/or Texas Department of Agriculture. Vendor understands that Vendor is ineligible to receive a contract award with GPISD if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689). For the entire duration of this Agreement, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. All permits will be acquired by Vendor and invoiced to GPISD at cost as part of the Purchase Order, unless the permits are provided by GPISD. For the entire duration of this Agreement, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in GPISD's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. Vendor is responsible for being acquainted with and complying with Texas's requirements. When required or requested by GPISD, Vendor shall furnish GPISD with satisfactory proof of Vendor's compliance with this provision.

#### **4.8 Confidentiality**

Vendor and GPISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and GPISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and personally identifiable student information and agree to abide by FERPA rules and regulations, as applicable. Vendor shall not require GPISD or any GPISD parent or student to waive any rights under FERPA in connection with this Agreement. Vendor also acknowledges that GPISD is subject to the Texas Public Information Act, and Vendor

waives any claim against and releases from liability GPISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor or GPISD and determined by GPISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

#### **4.9 Agreement Term; Renewal of Agreement**

The initial term of this Agreement is for a period of two (2) years, with GPISD having the option to renew the Agreement for up to three (3) additional years in one (1) year increments, at GPISD's sole discretion, unless otherwise specified in **Section 5.0 Scope of Proposal**. Consequently, the total term of the Agreement may be for a period of **five (5) years**. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether an initial term or a renewal term.

#### **4.10 Criminal History Review (Section 8.0 Attachments–SB 9 Contractor Certification: Contractor Employees (Required) and Attachment–SB 9 Contractor Certification: Subcontractor Form (If Applicable) must be submitted with proposal, if applicable.**

Prior to commencing any work under the Agreement, if Vendor contracts with GPISD to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by Tex. Educ. Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with Tex. Educ. Code, Chapter 22 requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at GPISD school district locations; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students. Tex. Educ. Code §§ 22.0834(a-1), .08341. The criminal history record information review obligation applies only if Vendor contracts with GPISD to provide services; it does not apply to a contract for the purchase of goods, products or real estate.

#### **4.11 Customer Support**

Vendor shall provide timely and accurate technical advice and sales support to GPISD staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to GPISD staff regarding products and/or services supplied by Vendor, at no additional charge, if requested by GPISD.

#### **4.12 Entire Agreement**

The Agreement, the procurement solicitation issued by GPISD, the portion of Vendor's proposal submitted in response to GPISD's procurement solicitation that is satisfactory to GPISD, the attached and incorporated attachments, addendum, and/or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Agreement. In the event of a conflict between or among the foregoing documents, precedence shall be given as follows: (1) this Agreement; (2) the procurement solicitation issued by GPISD; and (3) the portion of Vendor's proposal submitted in response to GPISD's procurement solicitation that is satisfactory to GPISD. This Agreement supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

#### **4.13 Equal Opportunity**

It is the policy of GPISD 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 Agreement, 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 Agreement 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 Agreement.

#### **4.14 Force Majeure**

Neither GPISD nor Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond GPISD or Vendor's control. GPISD and Vendor are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. GPISD and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, GPISD shall have the option to terminate this Agreement. This Section shall not be interpreted as to limit or otherwise modify any of GPISD's contractual, legal, or equitable rights.

#### **4.15 Governing Law and Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. Any dispute under this Agreement involving GPISD must be brought exclusively in the state and federal courts located in Galena Park, Harris County, Texas.

#### **4.16 GPISD Property**

In the event of loss, damage, or destruction of any GPISD property (or a third-party's property in GPISD's possession, custody, or control) that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify GPISD and pay to GPISD the



full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of GPISD's determination of the amount due. If Vendor fails to make timely payment, GPISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by GPISD.

#### **4.17 Indemnification**

**VENDOR SHALL INDEMNIFY AND HOLD HARMLESS GPISD, INCLUDING GPISD'S TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY GPISD.**

#### **4.18 Interpretation**

Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

#### **4.19 Invoices; Payments**

Vendor shall submit invoices directly to GPISD's Accounts Payable Department at the address indicated below. Each invoice shall include GPISD's Purchase Order number and the Agreement number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during GPISD's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of GPISD's receipt shall be made available upon request by GPISD.

Each invoice shall be itemized and submitted to:

GALENA PARK INDEPENDENT SCHOOL DISTRICT  
Attention: Accounts Payable  
14705 Woodforest Blvd  
Houston, TX 77015

GPISD will make payments directly to Vendor. Tex. Gov't. Code § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by GPISD, whose governing body meets only once a month or less frequently, within forty-five (45) days after the later of the following: (1) the date GPISD receives the products and services under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date GPISD receives an invoice for the products or service. Vendor agrees to pay any subcontractors the appropriate share of the payment received from GPISD not later than the tenth (10th) day after the date the Vendor receives the payment from GPISD. The exceptions to payments made by GPISD and/or Vendor listed in Tex. Gov't. Code § 2251.002 shall apply to this Agreement.

#### **4.20 IRS W-9**

To receive payment under this Agreement, Vendor shall have a current IRS W-9 Form on file with GPISD.

#### **4.21 Multiple Contract Awards; Non-Exclusivity**

GPISD reserves the right to award multiple contracts under the procurement solicitation, including multiple contracts for each product/service category. Product/Service categories are

established at the sole discretion of GPISD. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to GPISD. During the Term of this Agreement, GPISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

#### **4.22 New Products**

New products that meet the specifications detailed in the procurement solicitation may be added to this Agreement, with prior written approval from GPISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the procurement solicitation. No products may be added to avoid competitive procurement procedures. GPISD may reject any proposed additions, without cause, in its sole discretion.

For USDA/TDA purchases only: During the Term of this Agreement, additional purchases not included in the original RFP list and resulting awarded contract may become necessary and benefit GPISD. Vendor and GPISD agree that the aggregate value of added purchases during each year of the Agreement (if renewed) shall not exceed 10% of the estimated total value of the Agreement. The total value of the Agreement must be agreed upon, and the dollar value listed in the Agreement and each renewal term of the Agreement (if any). For purposes of this Section, the total value of the Agreement includes all contracts awarded as a result of the procurement solicitation to all Vendors. For the initial Term of an Agreement awarded under this RFP, Vendor and GPISD agree that the total value of the Agreement shall be approximately \$\_\_\_\_\_. Additions of new products may be included in the awarded Agreement list during the renewal of the Agreement through an amendment to the Agreement, and the total actual value of the Agreement adjusted accordingly. For each renewal term of the Agreement, the total actual value of the Agreement in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 10%) of the additional new product(s) that will be allowed during the next Agreement renewal term.

#### **4.23 No Substitution; Product Recall**

Any Purchase Order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and the procurement solicitation. Vendor shall not deliver substitutes without prior written authorization from GPISD.

If a product recall is instituted on any good that has been furnished and delivered to GPISD, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the GPISD purchasing agent by e-mail or in writing and must include all pertinent information relating to the recall. If Vendor is unable to contact the purchasing agent, Vendor must contact the Purchasing Director of GPISD. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods.

#### **4.24 No Agency or Endorsements**

It is the intention of the parties to this Agreement that Vendor is independent of GPISD, is an independent contractor, and is not an employee, agent, joint venturer, or partner of GPISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between GPISD and Vendor, or GPISD and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of GPISD, and GPISD has no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Agreement shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that GPISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

#### **4.25 Non-Appropriation**

Renewal of this Agreement, if any, will be in accordance with Tex. Local Gov't. Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on GPISD by this Agreement, GPISD shall have the right to terminate this Agreement or Purchase Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of GPISD if it is determined by GPISD, at its sole discretion, that there are insufficient funds to extend this Agreement, or any Purchase Order. The parties agree that this Agreement and/or any Purchase Order are commitments of the current revenue of GPISD only.

#### **4.26 Notice**

Any notice provided under the terms of this Agreement by the parties to any other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

#### **4.27 Penalties**

If the Vendor is unable to provide the product(s) or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement or the procurement solicitation, GPISD may take the following action(s), in the sole discretion of GPISD, and Vendor agrees to comply with the chosen action(s):

- a) insist that the Vendor honor the quoted price(s) specified in Vendor's proposal, as applicable;
- b) have the Vendor pay the difference between the Vendor's price and the price of the next acceptable proposal, as determined by GPISD;
- c) have the Vendor pay the difference between Vendor's price and the actual purchase price of the product or service on the open market; and/or
- d) recommend to GPISD Board of Trustees that the Vendor no longer be given the opportunity to submit a proposal to GPISD and/or that this Agreement be terminated.

#### **4.28 Performance**

Vendor agrees to use best efforts, but in no event less than commercially reasonable efforts, to provide the product(s) and/or service(s) subject to this Agreement. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order under this Agreement. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

#### **4.29 Performance and Payment Bonds**

Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. Tex. Gov't. Code § 2253.001(4). Pursuant to Tex. Gov't. Code § 2253.021, a performance bond is required if a Purchase Order is in excess of \$100,000 for governmental entities subject to Chapter 2253; a payment bond is required if a Purchase Order is in excess of \$25,000 governmental entities subject to Chapter 2253 and are not municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code, and a payment bond is required if a Purchase Order is in excess of \$50,000 for governmental entities subject to Chapter 2253 and are municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code. Additionally, Vendor shall provide all bonds, including bid guarantee, performance bond, and payment bond, as applicable under U.S. Department of Agriculture and/or Texas Department of Agriculture rules.

#### **4.30 Prevailing Wage Rates**

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, Tex. Gov't. Code Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the Davis-Bacon Act. In the event Tex. Gov't. Code Chapter 2258 applies to a product or service provided by Vendor to GPISD, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by GPISD.

#### **4.31 Pricing Changes**

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Agreement. Pricing may be negotiated during the Agreement renewal period. In the event Vendor's prices will be adjusted or escalated upon a renewal (if any) of the fixed-price contract awarded pursuant to this RFP, Vendor must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) will be based on the CPI index and may only be made at the time of contract renewal. Vendor agrees to promptly lower the proportionate price of any product purchased through this Agreement following a reduction in the price the Vendor is paying suppliers. All price changes shall be presented to GPISD for acceptance or rejection by GPISD, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Agreement must be approved, in writing, by GPISD prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- justification for change/increase;
- terms and conditions;
- market conditions; and
- manufacturers'/distributors' impact, if any.

All price decreases shall be allowed for all products and/or services.

#### **4.32 Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to GPISD under this Agreement. These records and accounts shall be retained by Vendor and made available for review and copying by GPISD for a period of not less than five (5) years from the date of completion of the service(s), receipt of product(s), the date of the receipt by GPISD of Vendor's final invoice or claim for payment in connection with this Agreement, or the date GPISD makes final payments and closes pending matters in connection with a federal grant, whichever is later; provided that, Vendor may be required to retain such records and accounts for a longer period as required by applicable law or grant/funding requirements. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by GPISD pursuant to this Agreement, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **4.33 Right to Review, Audit, and Inspect**

GPISD, any federal agency that has awarded federal funds/grant(s) to GPISD, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Agreement and inspect any project performed by the Vendor relating to this Agreement. Records subject to audit/review shall include, but are not limited to, all Purchase Orders resulting from this Agreement and records which may have a bearing on matters in connection with the Vendor's work for GPISD, and shall be open to inspection and subject to audit/review and/or reproduction by GPISD, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- vendor's compliance with this Agreement and the requirements of the procurement solicitation;
- compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for GPISD;
- compliance with provisions for computing billings GPISD; and/or
- any other matter related to this Agreement.

#### **4.34 Safety**

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated or otherwise required by GPISD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall indemnify and hold GPISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision

#### **4.35 Severability**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

#### **4.36 Waiver**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

#### **4.37 Freight, Delivery, Inspection & Acceptance**

All deliveries shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, and Inside Delivery, Galena Park Independent School District, Galena Park, TX unless otherwise specified herein and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. Deliveries shall be made during GPISD's Regular Hours.

Unless otherwise previously agreed upon, in writing, by GPISD, Vendor shall deliver ordered product(s) within seven (7) working days after Vendor's receipt of a Purchase Order for available goods and within four (4) to six (6) weeks after Vendor's receipt of a Purchase Order for special-order items. If delivery is not or cannot be made within this time period, Vendor must notify GPISD of the reasons why the product cannot be delivered within this timeframe and shall provide an estimated delivery date, if applicable. GPISD may cancel the order if the estimated delivery date is not acceptable to GPISD, in its sole discretion. Vendor must receive written authorization from GPISD for any delayed delivery.

If defective, incorrect, or otherwise nonconforming products are delivered, GPISD may make the determination, at its sole discretion, to return the products to Vendor at no cost to GPISD. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

GPISD may request emergency delivery. Vendor must use their best efforts to comply with rush or emergency delivery. However, if Vendor is unable to fulfill the emergency delivery request, GPISD may procure its needs from alternative sources without penalty.

#### **4.38 Subcontractors**

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to GPISD for all acts and omissions of the subcontractors. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between GPISD and any such subcontractor, nor shall it create any obligation on the part of GPISD to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Agreement.

#### **4.39 Tax Exempt Status**

GPISD is a Texas governmental entity that is exempt from payment of Texas State Sales Taxes under Tex. Tax Code § 151.310 for the purchase of tangible personal property. GPISD's Tax Identification Number is 1-74-6001850. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. GPISD shall not be liable for any taxes resulting from this Agreement, except where otherwise required by law.

#### **4.40 State of Texas Franchise Tax**

By submitting a proposal in response to the procurement solicitation, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

#### **4.41 Tax Responsibilities of Vendor and Indemnification for Taxes**

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold GPISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

#### **4.42 Termination of Agreement**

This Agreement shall remain in effect until (1) the Agreement expires by its terms, or (2) the Agreement is terminated by mutual consent of GPISD and Vendor.

In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, GPISD reserves the right to enforce the performance of the Agreement in any manner prescribed by law or deemed to be in the best interest of GPISD. GPISD further reserves the right to terminate the Agreement for cause immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, this Agreement, and/or a Purchase Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. GPISD also reserves the right to terminate the Agreement for convenience immediately, with written notice to Vendor, if GPISD believes, in its sole discretion that it is in the best interest of GPISD to do so.

In the event that a material change to the terms of the Agreement occurs, then the Agreement shall be allowed to expire and shall not be renewed upon the conclusion of the Agreement's term. The phrase "material change" in this paragraph shall mean a modification that substantially exceeds the terms of the original contract between GPISD and Vendor. Upon the expiration of the Agreement's term, GPISD may issue a new procurement solicitation for the goods or services procured under the previous contract.

Vendor agrees that GPISD shall not be liable for damages in the event that GPISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor

further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

#### **4.43 Title and Risk of Loss**

Whenever GPISD is purchasing (and not leasing) a product under this Agreement, title and risk of loss shall pass upon the later of GPISD's acceptance of the product or payment of the applicable invoice.

#### **4.44 Warranty Conditions**

All product(s) and/or service(s) provided by the Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of GPISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor further warrants that any services or other work performed by Vendor or any subcontractor in connection with this Agreement will be performed using commercially reasonable skill and care, and be of a professional quality consistent with generally accepted industry standards and practices. Vendor warrants that all products and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation and Purchase Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement, the procurement solicitation, or Purchase Order.

Vendor hereby transfers to GPISD, to the extent transferable, whatever warranties and indemnities Vendor receives from the manufacturer, producer, or other provider of any third-party products or services, including any transferable warranties and indemnities respecting infringement. Vendor agrees to take commercially reasonable action to assist GPISD in pursuing any available remedies under or otherwise enforcing any such warranties and indemnities.

#### **4.45 Workforce**

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on GPISD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on GPISD's property.

#### **4.46 Insurance**

Vendor proposals shall include proof of insurance showing, at a minimum, the coverage listed below. Vendor shall not commence any portion of work under this Agreement until copies of certificates of insurance, naming GPISD as additional insured (as requested), name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number have been approved by GPISD and filed in the Purchasing Department. The insurance company insuring Vendor shall be licensed in the State of Texas, and shall be acceptable to GPISD. Vendor shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified below. Vendor shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not relieve, decrease, or otherwise establish limits of Vendor's liability. Upon request, certified copies of original insurance policies shall be furnished to GPISD.

Coverage shall include:

- Waiver of subrogation endorsement in favor of GPISD, and GPISD's officers, employees and agents.

- GPISD, as requested, shall be named as an “additional insured” on insurance policies.
- Thirty (30) day written notice of cancellation or material change endorsement in favor of GPISD, and GPISD’s officers, employees and agents.

GPISD reserves the right to require additional insurance should GPISD deem additional insurance necessary, in its sole discretion. The requirements set forth herein are minimum requirements, and Vendor shall make adjustments to insurance coverage and limits as reasonably prudent, based upon changes in statutory laws, court decisions, or potential increase in exposure to loss, in order for Vendor to maintain commercially reasonable, industry standard insurance coverage and limits sufficient to cover any Vendor risks, liabilities, or other obligations that may arise under this Agreement.

- Workers Compensation (with waiver of subrogation to GPISD) Employer’s Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.
- Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee.
- Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. \$300,000 each occurrence Limit Bodily Injury and Property Damage combined. \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate. \$300,000 Personal and Advertising Injury Limit.
- Automobile Liability Coverage: \$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

**4.47 Change Orders**

Pursuant to Tex. Educ. Code § 44.0411(a), if a change in plans or specifications is necessary after the performance of a Purchase Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, GPISD may approve change orders making the changes. The total Purchase Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. A Purchase Order with an original contract price of \$1 million or more may not be increased under Tex. Educ. Code § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

**4.48 Ordering Procedures**

Purchase Orders are issued by GPISD to the Vendor according to this Agreement. A Purchase Order will not be executed until GPISD wishes to purchase the specified product and/or services. The Purchase Order cannot be re-used. GPISD shall not be responsible or liable for any payment to the Vendor for any goods and/or services unless a Purchase Order is issued and signed by an appropriate and authorized individual from GPISD and delivered to the Vendor.

**4.49 Use by other governmental entities.**

Tex. Educ. Code Section 44.031(a)(4) and Tex. Gov’t Code Ch. 791 allows for government entities (i.e., state agencies, local governments and school districts) to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. GPISD may allow other governmental entities to “piggyback” onto any existing contract between GPISD and Vendor entered into pursuant to this procurement solicitation, including as contemplated in United States Department of Agriculture Memorandum SP35-2012, Procuring Services of Purchasing Cooperatives, Group Purchasing Organizations, Group Buying



Organizations, etc., June 12, 2012 (“SP 35-2012”). Should the “piggybacking” result in a material change to the Agreement for purposes of USDA/TDA purchases, GPISD will proceed under Section 3.11 of this procurement solicitation. Accordingly, other governmental entities are authorized to enter into separate and independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between GPISD and Vendor. In the event GPISD allows another governmental entity to join, it is expressly understood that GPISD shall in no way be liable for the obligations of the purchasing governmental entity.

**4.50 No Third Party Beneficiaries.**

Nothing in the procurement solicitation or this Agreement shall be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) in connection with the procurement solicitation, this Agreement any matter contemplated hereby.

## **5.0 SCOPE OF PROPOSAL**

**5.1** It is the intent of this proposal to establish a contract for Perimeter Security Fencing and Gates which includes the labor, materials and equipment to install new fencing and gates and/or the removal of existing fencing, maintenance and repair of existing fencing and gate systems throughout the District. Based on previous expenditures, GPISD anticipates purchases to be in excess of \$450,000 in a one (1) year aggregate.

## **6.0 SPECIFICATIONS**

**6.1 Related Documents**

A. DIVISION 01-GENERAL REQUIREMENTS: Drawings, quality, product and performance requirements, general and supplemental conditions apply as applicable to the project and project documents.

**6.2 Summary**

- A. This section includes materials applicable for commercial/industrial and security chain link fence and gates.
1. Galvanized steel coated chain link fabric
  2. Galvanized steel framework and fittings
  3. Gates: swing and cantilever slide
  4. Installation
- B. Related Project Contract Sections:
1. References
  2. Submittals
  3. Quality Assurance
  4. Delivery, storage and handling

**6.3 References (including but not limited to)**

- A. ASTM A121 Specification for metallic-coated carbon steel barbed wire
- B. ASTM A392 Specification for zinc-coated steel chain link fence fabric
- C. ASTM A491 Specification for aluminum-coated steel chain link fabric
- D. ASTM A780 Standard practice for repair of damaged and uncoated areas of hot-dip galvanized coatings

- E. ASTM A824 Specification for metallic-coated steel marcelled tension wire for use with chain link fence
- F. ASTM F552 Standard terminology relating to chain link fencing
- G. ASTM F567 Standard practice for installation of chain link fence
- H. ASTM F626 Specification for fence fittings
- I. ASTM F668 Specification for polymer coated chain link fence
- J. ASTM F900 Specification for industrial and commercial swing gates
- K. ASTM F934 Specification for standard colors for polymer-coated chain link
- L. ASTM F1043 Specification for strength and protective coatings of metal industrial chain link fence framework
- M. ASTM F1083 Specification for pipe, steel, hot-dipped zinc-coated (galvanized) welded, for fence structures
- N. ASTM F1184 Specification for industrial and commercial horizontal slide gates
- O. ASTM F1345 Specification for zinc-5 aluminum-mischmetal alloy-coated steel chain link fence fabric
- P. ASTM F1664 Specification for poly (vinyl chloride) (PVC) and other conforming organic polymer-coated steel tension wire used with chain link fence
- Q. ASTM F1665 Specification for poly (vinyl chloride) (PVC) and other conforming organic polymer-coated steel barbed wire used with chain link fence
- R. ASTM F1910 Specification for long barbed tape obstacles
- S. ASTM F 1911 Standard practice for installation of barbed tape
- T. ASTM F2200 Specification for automated vehicular gate construction
- U. CLFMI SFR2445, Security fence recommendations
- V. CLFMI WLG2445, Chain link fence wind load guide for the selection of line post and line post spacing
- W. Federal specification RR-F-191/3E fencing, wire and post, metal (chain-link fence posts, top rails and braces)
- X. UL 325 door, drapery, gate, louver and window operators

#### **6.4 Submittals**

- A. Shop drawings: Site plan showing layout of fence location with dimensions, location of gates and opening size, cleared area, elevation of fence and gates, details of attachments and footings.
- B. Tables describing specifications for vinyl coated chain link fencing attachment labeled (PVC).
- C. Specification changes: May not be made after the date of bid without monetary adjustment approved by the Contractor and Owner.

#### **6.5 Quality Assurance**

- A. Manufacturer: Company operating in the United States having U.S. manufacturing facility/facilities specializing in manufacturing fence products with at least 5 years of experience.
- B. Fence contractor: Company with demonstrated successful experience installing similar projects and products in accordance with ASTM F567 and have at least 3 years of experience.
- C. Tolerances: Current published edition of ASTM specifications tolerances apply. ASTM specification tolerances supersede any conflicting tolerance.

## 6.6 Delivery, Storage, and Handling

- A. Delivery: Deliver products to site per contract requirements.
- B. Storage: Store and protect products off the ground when required.

# 7.0 PRODUCTS

## 7.1 Chain Link Fabric

- A. Steel chain link fabric: 2" mesh, 9 gauge & 1 3/4" mesh, 9 gauge, top and bottom knuckle selvage, 6' to 12' heights. Steel chain link mesh sizes and gauges are produced in one-piece widths 3 feet (910 mm) to 12 feet (3660 mm). Custom order fabric is available in heights up to and including 20 feet (6.1 m).
  - 1. Zinc-coated steel fabric: ASTM A392 hot dip galvanized before or after weaving.
    - a) Class 1-1.2 oz /ft<sup>2</sup> (366 g/m<sup>2</sup>)
- B. Privacy slats – provide vinyl slats that are pre-installed in chain link fabric that provide 98% privacy, "Privacy link TM" or equal.
- C. Vinyl coated chain link fabric shall be PVC Coated Steel Chain Link Class 2b – Fused and Adhered ASTM F668, Federal Specification RR-F-191 type IV, AASHTO M-181 type IV, Class B. With a 9 gauge core (8 gauge finished size with PVC Coating), 2" mesh, top and bottom knuckle selvage. Black in color. (See attached table for specs (highlighted)).

## 7.2 Framework

- A. All pipe and posts to be schedule 40 hot dip ASTM F1083 galvanized steel
- B. Terminal posts – minimum size and weight to be 3' O.D. steel pipe, 5.79 lb. /ft.
- C. Line posts: Spaced 10'-0" O.C. maximum, 2.375' O.D. steel pipe; 3.65 lb. /ft.
- D. Gate post:
  - 1. Up to 8' wide panel; 3" O.D. steel pipe; 5.79 lb. /ft.
  - 2. Over 8' wide and up to 12' wide; 4" O.D. Steel pipe; 9.11 lb. /ft.
- E. Top rail: minimum size and weight to be 1.66". Steel pipe, 2.27 lb. /ft.
- F. All Framework for Vinyl Coated Chain Link Fencing shall be hot dipped galvanized, powder coated in black.

**Framework Wind Load Caution:** Fences containing windscreens or privacy slats and fences greater than 8 feet (2.4 m) in height require a wind load force strength analysis for post size and post spacing. Contractor to provide a copy of analysis to the Owner for review.

## 7.3 Tension Wire

- A. Metallic coated steel marcelled tension wire: 7 gauge (0.177 in.) (4.50 mm) marcelled wire complying with ASTM A824
- B. For Vinyl Coated Chain Link, should be vinyl coated in black

## 7.4 Fittings

- A. Tension and brace bands: Galvanized pressed steel complying with ASTM F626, minimum steel thickness of 12 gauge (0.105 in.) (2.67 mm), minimum width of 3/4 in. (19 mm) and minimum zinc coating of 1.20 oz/ft<sup>2</sup> (366 g/m<sup>2</sup>).

- B. Terminal post caps, line post loop tops, rail and brace ends, boulevard clamps, rail sleeves: In compliance to ASTM F626, pressed steel galvanized after fabrication having a minimum zinc coating of 1.20 oz/ft<sup>2</sup> (366 g/m<sup>2</sup>).
- C. Truss rod assembly: In compliance with ASTM F626, 3/8 in. (9.53 mm) diameter steel truss rod with a pressed steel tightener, minimum zinc coating of 1.2 oz/ft<sup>2</sup> (366 g/m<sup>2</sup>), assembly.
- D. Tension bars: In compliance with ASTM F626. Galvanized steel one-piece length 2 in. (50 mm) less than the fabric height. Minimum zinc coating 1.2 oz. /ft<sup>2</sup> (366 g/m<sup>2</sup>).
  - 1. Bars for 2 in. (50 mm) mesh shall have a minimum cross section of 3/16 in. (4.8 mm) by 3/4 in. (19 mm).
- E. For Vinyl Coated Chain Link, all hardware shall be pre-galvanized and powder coated in black.

#### 7.5 Tie Wire and Hog Rings

- A. Hog rings: Galvanized minimum zinc coating 1.20 oz/ft<sup>2</sup> (366 g/m<sup>2</sup>) 9 gauge (0.148) (3.76 mm) steel wire in compliance with ASTM F626.
- B. Tie wire 9 gauge aluminum alloy (*for use with vinyl coated fencing, shall be vinyl coated in black*).

#### 7.6 Gates

- A. General: Gates shall be joined at the corners by arc welding to form a rigid one-piece unit and filled with chain link fabric to match the fence. Welded joints protected by applying zinc-rich paint in accordance with ASTM practice A780. Fasten fabric to the frame on all four sides by means of adjustable hook bolts and tension rods. Equip all gates with galvanized steel hinges and latch for attachment of padlock. Galvanized steel parts by hot-dip process in accordance with ASTM standards.
- B. Gate: Welded Frame:
  - 1. All gate frames shall be constructed of 2' O.D. galvanized steel pipe 2.72 lb./ft.
  - 2. Use same fabric as fence
  - 3. Provide diagonal cross-bracing
  - 4. Gates to be swing type or roll – type as directed by GPISD
- C. Latching: Equip all gates with galvanized latching devices designed for locking with padlock.

#### 7.7 Horizontal Slide Gates

- A. Cantilever slide gates: In compliance with ASTM F1 184 type II
  - 1. Class 1-extension roller design: Horizontal top and bottom steel pipe “track” members to be 2.375 in. O.D. (60.3 mm), vertical and internal members 1,900 in. O.D. Gate frame to be fabricated by welding, vertical and horizontal members located no greater than 8 ft. (2440 mm) apart. The length of the back frame support section shall be a minimum of 40% of the opening. Welded joints are to be protected by applying zinc-rich paint in accordance with ASTM Practice A780. Gates designed to open or close by applying an initial pull force no greater than 40 lbs. (18.14 kg). Match chain link fabric to that of the fence system. Positive locking latch fabricated galvanized pressed steel. Galvanized steel drop bars provided with double gates. Gateposts, 4,000 in. O.D. (101.6 mm). Gate rollers shall be “G-Force cast aluminum cantilever gate roller” as manufactured by Project ONE Steel Products Co. or equal or polymer/neoprene rollers with lifetime warranty. See drawings D-4, D-4A,

and D-4B. Provide safety protective guards for the top and bottom external rollers.

- B. Electrically operated gates and accessories must be manufactured and installed to comply with the safety requirements of ASTM F2200 and (JL 325).

### **7.8 Ornamental Iron Fencing**

- A. GPISD custom design – hot dipped galvanized and powder coated black. See drawing D-8, D-8A, and D-8B for details and specifications.
- B. Ameristar Montage plus Majestic 2/3 Rail (or equivalent). See drawings D-9 and D-10 for details and specifications.

### **7.9 Classic Welded Wire Fencing - Manufacturer**

- A. Deacero S.S. DE C.V.
- B. Substitutions as Approved - Reference Deacero Drawing as guide

### **7.10 Components for Classic Welded Wire Fencing**

- A. Fence Panels:
  - 1. Resistance welded steel wire mesh, ASTM A185/A185M, 6-gauge Class 1 galvanized steel wire per ASTM A641/A641M, 2 X 6-inch mesh, stiffened with horizontal V-shaped braces
  - 2. Height 4,6, or 8 feet
  - 3. Wire breaking load: Minimum 80,000PSI
  - 4. Weld shear strength: Minimum 1,050 pounds
- B. Posts:
  - 1. Galvanized steel tube, ASTM A513/A787, G60 coating class, 2 ¼ X 2 ¼ inches, 16 gauge, except 12 gauge for posts supporting extension arms, or 3 X 3 inches, 11 gauge.
  - 2. Length: To suit panel height and post mounting method.
  - 3. Post caps: Ultraviolet-protected plastic, sized to post dimensions, friction fit.
  - 4. Post bases: Steel plate bolted to bottom of posts, with four plated steel anchor bolts per base.
  - 5. Extension arms: Same material and size as posts, welded to post tops at 45-degree angle, for attachment of Fence panels using post brackets
- C. Post Brackets:
  - 1. Galvanized steel and powder coated, sized to post dimension, with 1 ¼” galvanized nut and bolt.
- D. Gates:
  - 1. Custom built by design. Include specified hardware.
- E. Finishes
  - 1. Fence Panels and Posts:
    - a) Polyester powder coated to approximately 4ml thickness, free of both Triglycidyl Isocyanurate (TGIC) and Volatile Organic Compounds, Black or manufacture standard colors.
    - b) Salt spray resistance: No rusting or blistering tested to ASTM B117 for 1000 hours.
    - c) Adhesion: Tested to ASTM D3359, Method B.

**7.11 Gate Operator - Manufacturer**

- A. Viking
- B. Substations as approved

**7.12 Components**

Class 1, Class 11, Class 111, and Class IV Residential and Commercial Vehicular Slide Gate Operator. Capacity to operate slide gates up to 22000 lbs and 75 ft. in length at 100% duty cycle under extreme conditions and provides a solution to high traffic residential and commercial slide gate applications.

Standard Features and Operator Specifications

- UL Listed; UL325 and UL991
- ETL Listed; UL325 and UL991
- Externally accessible Manual Release Switch
- Fail-Safe option sets the gate to automatically transfer to a fail-safe mode in the event of a power failure, allowing the gate to be pushed open without the use of special knowledge of the equipment
- Fail-Secure option sets the gate to electronically lock in the event of a power failure, allowing no manual movement without the use of the manual release
- Elegant design, appealing to any architectural project
- Plated and powder coated steel chassis
- Adjustable travel speed
- Up to 75' maximum gate opening
- 100% duty cycle
- Modular Power Supply Box for convenient low voltage installations
- 100 cycles of operation on backup battery (1000 lb. gate and 20' length)
- Intelligent speed control with smooth start and stop, self-adjust system
- Anti-Tailgate and Operation Pre-Warning features
- On-Board LCD Display provides diagnostics, operator status, settings and real-time volt and amp readings
- Intelligent obstruction detection with adjustable sensitivity
- Built-in climate control for cold weather applications
- Built-in protection against lightning strikes or similar electrical surges
- Regulated power supply for your external accessories
- Inherent overload protection; redundancy design using multiple types of protection
- Modular connectors for easy access control and accessory installation
- Solar panel and low voltage wiring compatibility
- LED indicators display gate and operator status for easy troubleshooting

### **7.13 Concrete**

- A. Concrete for post footings shall have a 28-day compressive strength of 2,500 psi. (17.2MPa).

## **8.0 EXECUTION**

### **8.1 Clearing Fence Line**

- A. Clearing: Surveying, clearing, grubbing, grading and removal of debris for the fence line or any required clear areas adjacent to the fence is by Contractor.

## 8.2 Framework Installation

- A. Posts: Posts shall be set plumb in concrete footings in accordance with ASTM F567. Minimum footing depth, 24 in. (609.6 mm) plus an additional 3 in. (76.2 mm) for each 1 ft. (305 mm) increase in the fence height over 4 ft. (1220 mm). Minimum footing diameter four times the largest cross section of the post up to 4.00" (101.6 mm) O.D. and three times the largest cross section post greater than 4.00" (101.6 mm) O.D. Gate posts footings; 4x post diameter. Top of post concrete footing to be at grade and crowned to shed water away from the post. Line posts installed at intervals not exceeding 10 ft. (3.05 m) on center.
- B. Top rail: When specified, install 21 ft. (6.4 m) lengths of rail continuous thru the line post. Splice rail using top rail sleeves minimum 6 in. (152 mm) long. The rail shall be secured to the terminal post by a brace band and rail end. Bottom rail or intermediate rail shall be field cut and secured to the lone posts using boulevard bands or rail ends and brace bands. Fences 12 feet (3.66 in) high or higher require mid rail.
- C. Terminal posts: End, comer, pull and gate posts shall be braced and trussed for fence 8 ft. (2.4 m) and higher. The horizontal brace rail and diagonal truss rod shall be installed in accordance with ASTM F567.
- D. Tension wire: Shall be installed 4 in. (101.6 mm) up from the bottom of the fabric. Fences without top rail shall have a tension wire installed 4 in. (101.6 mm) down from the top of the fabric. Tension wire to be stretched taut, independently and prior to the fabric, between the terminal posts and secured to the terminal post using a brace band. Secure the tension wire to the chain link fabric with a 9 gauge hog rings 18 in. (457.2 mm) on center and to each line post with a tie wire.

## 8.3 Chain Link Fabric Installation

- A. Chain link fabric: Install fabric to outside (inside) of the framework. Attach fabric to the terminal post by threading the tension bar through the fabric; secure the tension bar to the terminal post with tension bands and 5/16 in. (7.94 mm) carriage bolts spaced no greater than 12 inches (304.8 mm) on center. Small mesh fabric less than 1 in. (25 mm) attach to the terminal post by sandwiching the mesh between the post and a vertical 2 in. wide (50 mm) by 3/16 in. (4.76 mm) steel bar using carriage bolts, thru bolted thru the bar, mesh and post spaced 15 in. (381 mm) on center. Chain link fabric to be stretched taut free of sag. Fabric to be secured to the line post with tie wires spaced no greater than 12 inches (304.8 mm) on center and to rail spaced no greater than 18 inches (457.2 mm) on center. Secure fabric to the tension wire with hog rings spaced no greater than 18 inches (457.2 mm) apart. Tie wires shall be wrapped around the fabric wire picket two full turns. Excess wire shall be cut off and bent over to prevent injury. The installed fabric shall have a ground clearance of no more than 2 inches (50 mm).
- B. Cantilever slide gates: Installation varies by design and manufacturer, installed according to manufacturer's instructions and in accordance with ASTM F567.
- C. Gates shall be plum in the closed position, installed to slide with an initial pill force no greater than 40lbs. (18.14 kg). Double gate drop bar receivers to be installed in a concrete footing minimum 6 in. (152 mm) diameter, 24 in. (609.6 mm) deep. Roller guards and guide posts must be installed on Type I external roller cantilever slide gate in compliance with ASTM F1 184. Ground clearance shall be 3 in. (76 mm) grade permitting.

## 8.4 Cleanup

- A. Clean Up: The area of the fence line shall be left neat and free of any debris including concrete spoilage caused by the installation of the fence. Contractor shall remove all excess soil from grading and post excavation and fill all vehicle ruts to grade.



## 8.5 Description

The quantities listed are an estimate based upon the previous year's purchases and are not intended as an exclusive list. The estimated annual quantities listed in this proposal should not be construed as a guarantee of either minimum or maximum quantities since purchasing is dependent on actual need and available funding. Please see the attached "*Pricing Sheets*" for descriptions of items to be priced.

Proposer must submit proposal with any material required by any addenda to this proposal, by the time and date specified.

Proposers are expected to examine the specifications, standard terms and conditions, and all bidding instructions. Failure to do so will be at the bidder's risk. Proposals submitted on other than authorized forms or with different terms or provisions may not be considered as responsive proposals.

## 8.6 Requirements

**ORDERING:** GPISD will order "*as needed*" during the term of the contract. Each department utilizing this contract will be responsible for issuing purchase orders to the successful vendor(s).

**DELIVERING:** All quantities and deliveries to be made on demand only. Contracts for orders shall be put into effect by means of purchase order(s) executed by the GPISD's purchasing department. A purchase for goods cannot be made using District funds without prior approval from the purchasing department in the form of an approved purchase order with an approved signature of the Purchasing Coordinator.

Deliveries of all orders will be F.O.B. Destination, freight prepaid, and shall be completed within forty-five (45) days upon receipt of purchase order. Items not delivered within this period will be subject to cancellation.

Deliveries are to be made between 8:00 a.m. and 2:00 p.m. on school days (Monday – Friday).

# 9.0 PRICING / DELIVERY INFORMATION

## 9.1 Pricing

Vendors must provide pricing in the proposal, including any additional pricing examples and pricing discount schedules that need to be submitted to provide GPISD with a comprehensive pricing list. GPISD may request the Vendor to provide discounts or other adjustments, on a per-Purchase Order basis. If discounts or quantity prices are offered by the Vendor, the Vendor must also offer the same reductions in pricing for orders of similar size to GPISD. **Catalog/price lists must be included in the Vendor's proposal if applicable.**

**9.2 Discounts provided on price lists and catalogs** – Detail the average discount provided by the Vendor on stated prices.

**9.2.1** Provide discount schedules for all products Vendor intends to offer, shown either by category or code. Use a separate discount for any net items with description of these net items.

**9.2.2** Provide labor notes for each category shown that Vendor is proposing. These notes must include Vendor's overhead, and profit. Provide Vendor's miscellaneous material markups. If Vendor does not provide this labor classification, mark "NA" (Not Available).

**9.2.3** Provide a description on how Vendor intends to guarantee the performance of Vendor's labor, and what benchmark will be used to determine the labor hours for each project.

**9.2.4** Indicate any list price adjustment Vendor intends on providing during the contract period and on what it is based. For example: CPI.

**9.2.5** All pricing shall be flat fee and if federal child nutrition funds are used, may not be cost plus percentage of cost as defined by the Texas Department of Agriculture.

**9.3 Freight, Delivery, Inspection, & Acceptance**

All deliveries shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, and Inside Delivery. Deliveries shall be made during GPISD Regular Hours.

The conforming product(s) shall be delivered within **ten (10) business days** of Vendor's receipt of a Purchase Order from GPISD. If delivery is not or cannot be made within this time period, Vendor must receive authorization from GPISD for the delayed delivery.

If defective or incorrect products are delivered, GPISD may make the determination, at its sole discretion, to return the products to Vendor at no cost to GPISD. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

GPISD may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency delivery. However, if Vendor is unable to fulfill the emergency delivery request, GPISD may procure its needs from alternative sources without penalty.