Mesquite Independent School District



Request For Proposal for: Provide and Install Fire

Alarm Systems in

Various Mesquite ISD

Facilities

Proposal # 2016-007

Proposal Due November 19, 2015 No Later Than: 2:00 P.M.

Place: MISD Purchasing Dept.

800 E. Kearney

Mesquite, Texas 75149

Mesquite Independent School District Purchasing Department - Rusty Talbot, Administrative Officer 800 E. Kearney, Mesquite, Texas 75149 Phone (972) 882-5542 Fax (972) 882-7740

Invitation to Vendors

Proposal #: 2016-007

Due Date: November 19, 2015

Proposal For: Provide and Install Fire Alarm Systems in Various Mesquite ISD Facilities

Instructions to Vendors

THIS PROPOSAL WILL NOT BE OPENED OR READ PUBLICLY.

Proposals are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this proposal. One (1) original and three (3) copies of the <u>SEALED</u> proposals must be received in the Purchasing Department, 800 E. Kearney, Mesquite, Texas 75149 before 2:00 pm on the above "due date". All envelopes must be clearly marked "Proposal Enclosed" and the Proposal number. Late proposals will be returned to the vendor unopened. Delivery of bid envelope to other Departments within the MISD is NOT considered as delivery to the Purchasing Department. Faxed or emailed proposals will not be accepted.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by vendor to guarantee authenticity. After the official opening, proposals may not be amended, altered, or withdrawn without the recommendation of the Administrative Officer of Purchasing and the approval of the Mesquite Independent School District Board of Trustees.

All addenda will be issued via the district website at www.mesquiteisd.org/depts/purchasing. All addenda, if required, will be posted on the aforementioned website at least seven (7) days before proposal opening. It is the vendor's responsibility to check this website for addenda postings prior to submitting responses. Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in the specifications shall contact the Administrative Officer of Purchasing ten (10) days, or as soon as possible before proposal is due. You may submit this information via fax to (972) 882-7740.

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the Terms and Conditions contained in the specifications. The period for acceptance of this proposal will be sixty (60) calendar days unless a different period is inserted by vendor.

The Mesquite Independent School District reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities, and to award proposals in the best interest of the District.

PROPOSAL RESPONSE FORM **PROPOSAL 2016-007** PROVIDE AND INSTALL FIRE ALARM SYSTEMS IN VARIOUS MESQUITE ISD FACILITIES

10:	Mesquite Independent School Rusty Talbot, Administrative C 800 East Kearney Mesquite, Texas 75149	
From:	Company Name	
	Address	
	City/State/Zip	
	Area Code & Telephone Numb	per
	Fax Number	
named of JNDERS accepted binding of cert connection	company, by signing the following STAND all of the Instructions and by the Mesquite Independent Schontract between the Mesquite Indefify that this proposal is made with	ally authorized representative of the above statement, agree that I have READ and Specifications contained herein, and that if ool District, all of the provisions are part of a spendent School District and our company. I nout previous understanding, agreement, or poration making a proposal for the same collusion or fraud.
Owner o	Legally Authorized Representative	e Title
Signature)	Date

Mesquite Independent School District Terms and Conditions Notice to Responsible Vendors

Items below apply to and become a part of terms and conditions of the proposal unless superseded by attached terms and supplemental conditions or specifications in which case attached conditions will prevail.

- It is not the policy of Mesquite Independent School District to purchase on the basis of low bids alone, quality and suitability to purpose being the controlling factors; it being understood that the purchaser reserves the right to arrive at such by whatever means he/she may determine.
- 2. The District reserves the right to **reject any and/all proposals** and to make awards on the individual items as they may appear to be advantageous to the District and to waive all formalities in submitting proposals.
- 3. Vendors finding errors, omissions, or corrections that need to be made in the Specifications shall contact the Administrative Officer of Purchasing ten (10) days, or as soon as possible before proposal is due.
- 4. This Request For Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the State of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request For Proposal or any resulting purchase orders shall be in Dallas County Texas.
- 5. In the event that any one or more of the provisions contained in the Request For Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision(s) shall not affect any other provision hereof, and this Request For Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.
- 6. To the fullest extent permitted by applicable law, the Vendor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the District, and hold harmless the District and its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Vendor pursuant to this contract, or any part thereof, or anyone for whose acts it may

be liable even if it is caused in part by the negligence or omission of any Idemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee.

- 7. Non-Appropriation of Funding: No term Contract or Agreement may exceed a period of 1 year from the approved contract date without specific authorization of the Mesquite Independent School District. Such contract is a commitment of the District's current revenue only. Should funding for the continuance of this Contract be withdrawn by the Board, the District retains the right to terminate the agreement in accordance with the termination provision stated herein and without pecuniary risk or penalty.
- 8. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired. It shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. Specifications received from vendors that are different from the original requirements must meet or exceed original proposal specifications to be considered equivalent. MISD reserves the right to make the final decisions as to comparable items. An article or material, which is shipped and is not equal, shall be returned to the supplier transportation charges collect.

The term "As Specified" or "A/S" will not be accepted. If bidding on a make or model other than specified, bidder is to list make and model of item being bid and must state any deviations from the item specified. The burden of proof of compliance with this specification will be the responsibility of the vendor. Samples of items which are not as specified must be available to the District within 72 hours after our request.

- Prices proposed should be F.O.B. Destination, Freight Prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims, if any.
- 10. Proposals received after the time and date specified **will not** be considered.
- 11. When proposal is not returned, the vendor's name is removed from the vendor's list.
- 12. All prices will be guaranteed for sixty (60) days from the date of the proposal opening.
- 13. It is understood and agreed that MISD reserves the right to increase or decrease quantities or modify condition and specifications by mutual agreement

- with the selected supplier, both at the time of acceptance of this proposal offer as so modified, and subsequent thereto.
- 14. Propose unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.
- 15. The District is exempt from Federal Excise Tax, State and Local Tax. Do not include tax in your proposal totals. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.
- 16. Samples must be submitted upon request.
- 17. Cash discounts offered may be considered in determining the successful supplier. Cash discount period shall start from the date of receipt of acceptable invoice or from date of receipt of acceptable material, whichever is the later.
- 18. Vendor hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of Mesquite Independent School District or it's Board of Trustees.
- 19. Mesquite Independent School District will receive all merchandise at the L. A. Berry Support Complex at 2133 N. Beltline Road, Mesquite, Texas 75150, unless otherwise stated on purchase order. Non-palletized freight shall be unloaded **inside** the Warehouse or School building. Vendor is responsible for providing material handling equipment when delivering to schools or departments. Vendor must advise freight line as to this requirement.
- 20. <u>Title and Risk of Loss</u>: The title and risk of loss of the goods shall not pass to Mesquite ISD until Mesquite ISD actually receives and takes possession of the goods at the point or points of delivery. Mesquite ISD will not accept responsibility for processing freight damage claims occurring prior to receipt, including concealed damage of goods.
- 21. Invoices shall be sent <u>directly</u> to the Mesquite Independent School District, Accounts Payable, 405 East Davis, Mesquite, Texas 75149. Payments are processed after the Business Office has been notified that the items have been received in good condition and no unauthorized substitutions have been made. Invoices must detail the items delivered and reference the Mesquite Independent School District **Purchase Order number**.
- 22. Vendors are not to unilaterally apply duplicate payments or overpayments against unrelated open invoices without the District's explicit authorization.
- 23. Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an

owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony. (This requirement does not apply to a publicly held corporation.)

- 24. The district shall have the right to cancel for default all or any part of the undelivered portions of this order if the contractor breaches any of the terms hereof including warranties of the contractor or if the contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.
- 25. The performance under this order may be terminated in whole or in part by the District in accordance with this provision. Termination hereunder shall be effected by the delivery to the contractor of a "Notice of Termination": specifying the extent to which performance of work under the order is terminated and the date upon which termination becomes effective. Such right of termination is in addition to and not in lieu of any other rights which the District may have in law or equity.
- 26. The price to be paid by the District shall be that contained in the contractor's proposal which the contractor warrants to be no higher than seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event contractor breaches this warranty, the price of the items shall be reduced to the contractor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to contractor for breach or contractor's actual expense.
- 27. The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee expecting bona fide employees of bona fide established commercial or selling agencies maintained by the contractor for the purpose securing business. For breach or violation of this warranty the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 28. All contracts and agreements between merchants and Mesquite Independent School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, 1990 official text.

- 29. We are unable to send out copies of bid tabulations. There are many factors involved but our current policy is that all opened bids are available for viewing in the purchasing office but no tabulations are sent out. Thank you in advance for not requesting copies of bid tabulations.
- 30. Questions in regard to this proposal must be submitted to the Administrative Officer of Purchasing for clarification.
- 31. No smoking or use of any tobacco products is permitted on school property.
- 32. Pick up and delivery will be made between the hours of 7:00 A.M. and 2:00 P.M. Monday through Friday excluding school holidays. (Unless arrangements are made otherwise with the Administrative Officer of Purchasing or as otherwise specified on the Proposal form.)
- 33. Purchase Orders will serve as the award instrument(s) against this request for proposal. Orders will be placed as items are approved for purchase and funds become available.
- 34. The Purchase Order number <u>must</u> be clearly identified on each carton label and/or delivery ticket. Otherwise, the shipment is subject to being refused and returned to the vendor at the vendor's expense.
- 35. If problems with quality or workmanship arise on items received, the supplying vendor is responsible for replacing any/or all items at no cost to the Mesquite Independent School District. The supplying vendor will also be responsible for returning to the designated campus to pick up the items in question. Mesquite ISD will not be responsible for shipping items back to vendors.
- 36. Successful proposer is to remove all packing and packaging material and debris from school property (school dumpster is **not** to be used) and to properly dispose of all discarded materials.
- 37. Successful Vendor(s) will be required to submit Material Safety Data Sheets for applicable item(s).
- 38. Force Majeure: If by reason of Force Majeure, either party shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 39. NOTIFICATION OF CRIMINAL RECORD. The person or entity submitting an offer must give notice to the district, at the time of offer submission, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).
- 40. **INSURANCE**. The successful offeror, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows. Successful offeror may be required to provide a copy of insurance coverage to Mesquite ISD. Insurance certificates may contain a provision, or offeror's signature on this bid/proposal certifies, that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given Mesquite ISD. Insurance must remain in effect for the duration of this contract. In some cases, the district may be required to be named as an additional insured on the vendor's insurance coverage. If the district is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award at the vendor's expense. If the district requires a certificate of insurance, the bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "Mesquite ISD, Attn: Risk Specialist, 800 E. Kearney, Mesquite, TX 75149." Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document.
 - 40.1 Workers' Compensation: Successful offeror must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with a limit of at least \$100,000. If required, all vendors submitting bids

or proposals shall include a copy of his/her current insurance certificate indicating coverages of the following lines of coverage in the following minimum amounts:

Mesq	uite ISD Insurance Certificate	e Required Coverage	
40.2	Comprehensive General Liability	General Aggregate	\$1,000,000
		Products - Comp/or Aggregate	\$ 300,000
	Commercial General Liability	Personal & Adv. Injury	\$ 300,000
	Claims Made Occurrence	Each Occurrence	\$ 300,000
	Owner's Contractor's Protection	Fire Damage (Any one fire)	\$ 50,000
		Med. Expense (Any one person)	\$ 5,000
40.3	Property Damage:	Aggregate	\$ 600,000
		Bodily Injury Each Person	\$ 300,000
		Each Accident	\$ 300,000
		Each Occurrence	\$ 100,000
40.4	Automobile liability for:	Combined Single Limit	\$1,000,000
	Any Auto	Bodily Injury Each Person	\$ 100,000
	All Owned Autos	Bodily Injury Per Accident	\$ 300,000
	Scheduled Autos		
	Hired Autos	Property Damage - Aggregate	\$ 300,000
	Non-Owned Autos	Property Damage Each Occurrence	\$ 100,000
40.5	Umbrella form - Excess liability		\$1,000,000
	State the limits that your company carries:	\$	
40.6	Worker's Compensation	Statutory and Each Accident	\$ 500,000
	Employer's Liability Disease-Policy Limit		\$ 500,000
	Disease-Each employee		\$ 500,000

- 40.7 The insurance requirements, as listed above also apply to any subcontractor(s) in the event that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.
- 40.8 Should any of the above describe policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, Mesquite ISD.
- 40.9 The Contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.
- 40.10 The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this Agreement.
- 40.11 The select bidder will be required to supply an insurance certificate naming Mesquite Independent School District as an additional insured within 10 calendar days of date of award.
- 40.12 You are required to submit a certificate of insurance for the above insurance requirements with your bid. **NOTE: Items #40.9, #40.10, and #40.11 shall be required of the successful vendor(s).**
- 41. WORKERS' COMPENSATION COVERAGE. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the project has been completed and accepted by the district.
 - 41.1 Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 41.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.
- 41.3 The contractor must provide a certificate of coverage to the district prior to being awarded the contract.
- 41.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the district showing that coverage has been extended.
- 41.5 The contractor shall obtain from each person providing services on a project, and provide to the district:
 - (a) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project and;
 - (b) No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 41.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- 41.7 The contractor shall notify the district in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 41.8 The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 41.9 The contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (a) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all of its employees providing services on the project for the duration of the project;
 - (b) Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
 - (c) Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (d) Obtain from each other person with whom it contracts, and provide to the contractor:
 - (1) A certificate of coverage, prior to the other person beginning work on the project; and
 - (2) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (g) Contractually required each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.
- 41.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the district that all employees of the contractor who will provide services on the project

will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- 41.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitled the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.
- 42. **INDEMNIFICATION AND HOLD HARMLESS**: Except as otherwise expressly provided, offeror shall defend, indemnify, and hold Mesquite ISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.
- 43. PAYMENT BOND. For facilities construction and some services contracts, a payment bond is required for projects/contracts exceeding \$25,000. payment bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to Mesquite ISD and must identify compliance with the provisions of V.T.C.A., Govt Code, Chapter 2253.021 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. The Surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold certificates of authority as an acceptable Surety on the current Department of the Treasury listing as found in the Federal Register. The Surety shall be a US company located in the USA. If a contract is awarded for under \$25,000, but subsequent change orders cause the price to exceed \$25,000, a payment bond will be required immediately. If the required payment bond is not submitted with the proposal, a bid bond must be submitted and the required payment bond submitted within ten (10) calendar days from the date the offer is accepted by Mesquite ISD.
- 44. **PERFORMANCE BOND**. For facilities construction and some service contracts, a performance bond is required for projects/contracts exceeding \$100,000. The performance bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to Mesquite ISD and must identify compliance with the provisions of V.T.C.A., Govt Code, and Chapter 2253.021 and state that all liabilities of the bond(s) shall be

determined in accordance with the provisions of said code. The Surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold certificates of authority as an acceptable Surety on the current Department of the Treasury listing as found in the <u>Federal Register</u>. The Surety shall be a US company located in the USA. If a contract is awarded for under \$100,000, but subsequent change orders cause the price to exceed \$100,000, a payment bond will be required immediately. If the required performance bond is not submitted with the offer, a bid bond must be submitted and the required performance bond submitted within ten (10) calendar days from the date the offer is accepted by Mesquite ISD.

45. **BID BOND**. If a performance or payment bond is required, bid/proposal must be accompanied by a cashier's check on any state or national bank in Texas, or an acceptable bid bond, payable unconditionally to Mesquite ISD. The cashier's check or bid bond shall be in the amount of not less than five percent (5%) of the total amount of the bid/offer. This security is required by Mesquite ISD as evidence of good faith and as a pledge that, if awarded the contract, the offeror will enter into a contract with Mesquite ISD on the terms stated in the CSP and will furnish the required performance and/or payment bond(s) within ten (10) calendar days after the offer is accepted. Should the offeror refuse to enter into such a contract in accordance with his/her offer, or fail to furnish the required bond(s), the amount of the bid security shall be forfeited to Mesquite ISD as liquidated damages, not as a penalty.

46. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.
- B. Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

47. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable:

- A. Definitions. As used in this paragraph
 - i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm),

- and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States: or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The District does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".
- 48. **RIGHT TO INFORMATION:** The Mesquite Independent School District reserves the right to use any and all information presented in any response to this solicitation, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.
- 49. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

50. **PREVAILING WAGE RATES:** All respondents will be required to comply with Provision 5159a of "Vernon's Annotated Civil Statutes" of the State of Texas with respect to the payment of prevailing wage rates and prohibiting discrimination in the employment practices.

http://www.access.gpo.gov/davisbacon/tx.html

- 51. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.
- 52. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The Mesquite Independent School District shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the Mesquite Independent School District and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.
- 53. **DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
- 54. **RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:**The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract.

The Respondent shall notify the Mesquite Independent School District Administrative Officer of Purchasing in writing of any such damage within one (1) calendar day.

55.	RIGHT OF SETOFF - Mesquite Independent School District may, at any time
	without prior written notice, set off funds due and owing under this contract and
	apply same in payment of any obligation, of any nature, due and owing to
	Mesquite Independent School District by the Contractor.

a. Do you pay taxes in Mesquite ISD?	
b. Are you current on your property tax obligations owed Mesquite ISD?	

56. It is not the policy of the Mesquite Independent School District to award contracts based solely on 'low bid/proposal'. *The following criteria shall be used by the Mesquite ISD to evaluate the overall 'best value':

- a) The purchase price;
- b) The reputation of the vendor and of the vendor's goods or services;
- c) The quality of the vendor's goods or services;
- d) The extent to which the goods or services meet the district's needs;
- e) The vendor's past relationship with the district;
- f) The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses;
- g) The total long-term cost to the district to acquire the vendor's goods and services;
- h) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and manintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - a. Has its principal place of business in this state; or
 - b. Employs at least 500 persons in this state; and
- i) Any other relevant factor specifically listed in this Request For Proposal.

*Per Texas Education Code, Subchapter B, Sec. 44.031(b)

VENDOR PROFILE

Website Address Telephone Numbers: To place orders To check on orders FAX Contacts: Corporate contact for this proposal: Name Address City, State, Zip Phone Email Local contact for this proposal: Name Address City, State, Zip Fax Email Local contact for this proposal: Name Address City, State, Zip Fax City, State, Zip Phone Fax Email Number of years company has been in business under this name Other company names used with dates, from/to:	Company Name	
Telephone Numbers: To place orders		
Telephone Numbers: To place orders	Wahsita Address	
To check on orders		
FAX	reiepnone numbers:	
Contacts: Corporate contact for this proposal: Name		
Name		
Address City, State, Zip	•	·
City, State, Zip Fax	Name	;
PhoneFax	Addre	ess
Email Local contact for this proposal: Name Address City, State, Zip Phone Fax Email Number of years company has been in business under this name	City, S	State, Zip
Local contact for this proposal: Name	Phone	e Fax
Name	Email	l
Address City, State, Zip Fax Fax Number of years company has been in business under this name	Local contac	ct for this proposal:
City, State, Zip Fax Fax Email Number of years company has been in business under this name	Name	-
City, State, Zip Fax Fax Email Number of years company has been in business under this name	Addre	ess
Phone Fax Email Number of years company has been in business under this name		
Number of years company has been in business under this name		
	Email	l
		·
Remit to Address (if different than above):	Remit to Address (if di	fferent than above):
Address	`	,
City, State, Zip		



Request for Taxpayer Identification Number and Certification

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

intorna	1101	Citad Colvido		
	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		·
page 2.	2	Business name/disregarded entity name, if different from above		
ie ns on pa	3 (Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or Corporation S Corporation Partnership single-member LLC	Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
tio		Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners	ship) ►	Exempt payee code (if any)
Print or type		Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the tax classification of the single-member owner.	n the line above for	Exemption from FATCA reporting code (if any)
Pri In		Other (see instructions) ▶		(Applies to accounts maintained outside the U.S.)
secific	5 /	Address (number, street, and apt. or suite no.)	Requester's name a	nd address (optional)
Print or type See Specific Instructions on	6 (City, state, and ZIP code		
	7 l	List account number(s) here (optional)		
Par	t I	Taxpayer Identification Number (TIN)		
Enter	you	r TIN in the appropriate box. The TIN provided must match the name given on line 1 to av		urity number
reside	nt a	ithholding. For individuals, this is generally your social security number (SSN). However, f lien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	•	
TIN or	n pa	ge 3.	or	
Note.	If th	ne account is in more than one name, see the instructions for line 1 and the chart on page	4 for Employer	identification number
guidel	ines	s on whose number to enter.	-	-
Par		Certification		
Under	per	nalties of perjury, I certify that:		
1. The	e nu	imber shown on this form is my correct taxpayer identification number (or I am waiting for	a number to be iss	sued to me); and
Ser	vice	ot subject to backup withholding because: (a) I am exempt from backup withholding, or (ke (IRS) that I am subject to backup withholding as a result of a failure to report all interest ger subject to backup withholding; and		
3. I ar	n a	U.S. citizen or other U.S. person (defined below); and		
4. The	FA	TCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reportir	ng is correct.	
becau interes genera	se y st pa ally,	tion instructions. You must cross out item 2 above if you have been notified by the IRS the round have failed to report all interest and dividends on your tax return. For real estate trans aid, acquisition or abandonment of secured property, cancellation of debt, contributions to payments other than interest and dividends, you are not required to sign the certification as on page 3.	actions, item 2 doe o an individual retir	es not apply. For mortgage ement arrangement (IRA), and
Sign Here)	Signature of U.S. person ▶ Da	ate ▶	
		•		

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CERTIFICATE OF RESIDENCY

Texas Government Code Chapter 2252, Subchapter A. Nonresident Bidders makes it necessary for the Mesquite Independent School District to determine the residency of its offerors. In part, this law reads as follows:

Section 2252.001. DEFINITIONS:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002. AWARD OF CONTRACT TO NONRESIDENT BIDDER:

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

Name of Company	
is, under Section 2252.001 (3) and (4), a	
Resident Bidder	Nonresident Bidder
My principal place of business under Te	exas Government Gode, Section 2252.001 (3
and (4), is in the city of	in the State of
Signature of Authorized Company Repres	sentative
Print Name	
Title	 Date

TO BE SIGNED AND RETURNED

FORM A

DEVIATION OR COMPLIANCE SECTION

DEVIATIONS: In the event the undersigned Proposer intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be <u>listed on this page</u>, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

Vendors must list all specifications for item(s) proposed that differ from any specifications/brands listed in the RFP. MISD will be the sole judge to determine if deviations are acceptable in meeting the needs of MISD and participating members.

NO DEVIATIONS: In the absence of any deviations entry on this form, the Proposer assures MISD of their compliance with the Terms, Conditions, Specifications and information contained in this proposal.

A 41				0 (' !)	\ /	.
Are there	deviations	s trom th	e specification	SY (CIRCIE)	Yes	No
AIG 111616	ucviation,	o nom u	c specification	3: (GIIGG)	100	1 1

All Proposers MUST COMPLETE this page.

SIGN & RETURN with proposal or proposal may be considered NON-RESPONSIVE.

Our proposal is submitted according to:		Deviations listed
above OR	No Deviations.	

FORM B

Non-Collusion Clause

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms and conditions of proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor:		
Street Address:		
City, State, Zip		
Phone: ()	Fax: <u>()</u>	
Proposer (Signature):		
Proposer (print name):		
Company Officer (Signature):		
Company Officer (print name):		
Title:		

FORM C

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the proposer:

- Certifies the owner/operator has not been convicted of a felony except as indicated on a separate attachment to this offer, in accordance with Sec. 44.034 Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (____.36)

Vendor Name
Authorized Company Official's Name
Authorized Company Official's Signature
Email Address
Date

FORM D

Felony Conviction Notice

Senate Bill 1 passed by the State of Texas Legislators, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give <u>advance notice</u> to the district if the person or owners or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the felony".

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

This disclosure is not required of a publicly-held corporation (Option A).

I, the undersigned agent for the firm name below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge (select one answer).

Vendor Name:

Authorized Company Officer's Name (printed):
Title:
A. My firm is a publicly-held corporation, therefore; this reporting requirement is not applicable.
Signature of Company Officer:
B. My firm is not owned nor operated by anyone who has been convicted of a felony.
Signature of Company Officer:
C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (list names and titles):
Details of Conviction:
Signature of Company Officer:

FORM E

FINGERPRINT REQUIREMENTS

If a contractor/vendor's staff will be on a school site where students will be present, then contractor/vendor must comply with Texas Education Code Chapter 22. This is required for all Texas Public Schools. If contractor/vendor's staff will not be on school district property when students are present, then the contractor/vendor may not have covered employees. Mesquite ISD recommends all contractors/vendors consult with their legal counsel for guidance in compliance with this law.

If you have questions on compliance with this section of the Texas Education Code, please contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor/vendor to a Texas Independent School District. The Texas Department of Public Safety's telephone number is (512) 424-2474.

The Texas Education Code, Chapter 22, Section 22.0834 statutory language may be found at: http://www.statutes.legis.state.tx.us/.

TEXAS EDUCATION CODE CHAPTER 22 CONTRACTOR CERTIFICATION FOR CONTRACTOR EMPLOYEES

Introduction: Texas Eduation Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled at a public school:

- (a) a felony offense under Title 5, Texas Penal Code;
- (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
- (c) an equivalent offense under federal law or the laws of another state.

- [] Some or all of the employees of Contractor and any subcontractors are covered *employees.* If this box is checked, I further certify that:
 - (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
 - (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
 - If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services for the District.

Company Name	
Signature of Authorized Representative	
Printed Name	
Date	

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

FORM F

REFERENCES

List below three (3) institutions/companies for whom you have provided goods in the past 12 months.

1.	Institution/Company	
Name		
	dress	
	City/State/Zip	
	Name	
	mber	
2.	Institution/Company	
Name		
	dress	
	/Zip	
	Name	
	mber	
3.	Institution/Company	
Name		
	dress	
	/Zip	
	Name	
Phone Nu		

FORM G

EDUCATIONAL PURCHASING COOPERATIVE OF NORTH TEXAS

indicated an interest in being included in this contract. Should these government entities decide to participate in this contract, would you, the vendor, agree that all term conditions, specifications, and pricing would apply?		
Yes	No	If you, the vendor, checked yes, the following
		s utillizing Internal Governmental contracts with the
materials/serv	ices under the cont	strict will be eligible, but not obligated, to purchase tract(s) awarded as a result of this solicitation. All other than Mesquite Independent School District will
be billed dire	ctly to that governr	mental entity and paid by that governmental entity.
Mesquite Inde	pendent School Dis	trict will not be responsible for another governmental
entity's debts	. Each governme	ntal entity will order their own material/service as
needed. For	information regardir	ng the Educational Purchasing Cooperative of North
Texas, please	visit their website at	the following address: http://www.epcnt.com.

FORM H	
CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local government entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80 th. Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7 th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.	
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
Name of person who has a business relationship with local governmental entity.	
2. Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the appropr than the 7 th business day after the date the originally filed questionnaire becomes in	
3. Name of local government officer with whom filer has employment or business relati	onship.
Name of officer	
This section (item 3 including subparts A, B, C & D) must be completed for each officer employment or other business relationship as defined by Section 176.001(1-a), Local additional pages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive investment income, from the filer of the questionnaire?	taxable income, other than
Yes No	
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than at the direction of the local government officer named in this section AND the taxable incolocal governmental entity?	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity wi government officer serves as an officer or director, or holds an ownership of 10 percent or	
Yes No	
D. Describe each employment or business relationship with the local government officer	named in this section.
4.	
Signature of person doing business with the governmental entity	Date

MISD SITE RULES:

- A. No foul language or spitting on the floor.
- B. No tobacco products on school property.
- C. The possession or use of alcohol, illegal drugs or firearms is strictly prohibited.
- D. Proper clothing will be worn at all times. Sleeved t-shirts and long pants are the preferred attire with the company logo on the shirts. Any deviation from this will be reviewed for acceptance.
- E. Contractor will provide MISD with a copy of a picture ID of each employee who will be performing work in our facilities. MISD requires all vendors doing business on MISD property to have their employees display a company logo by wearing a shirt, ball cap and/or ID badge and vehicles identified with company logos.
- F. No workers with a history of felony convictions or warrants.
- G. No parking on grass, under shade trees, sidewalks or non-vehicular paved areas.
- H. Entry into any Mesquite ISD facility must be cleared in advance with the campus office.
- I. Take all precautions necessary for the safety of, and provide protection, to prevent damage, injury or loss to:
 - All employees on the project and all other persons who may be affected thereby.
 - All the work and all materials to be incorporated therein, whether in storage on or off the site.
 - All property at the site and adjacent thereto including trees, shrubs, lawns, walks, pavement, roadways, structures, utilities and any other school property.
- J. A competent supervisor shall be on site at all times who understands the full scope of the work.
- K. School administrative services shall at all times have priority over the Contractor's use/service/etc.
- L. Any work that may interfere with school activities must be authorized in advance through administrative channels. A management plan will be devised to minimize the effect of the interference.
- M. The Contractor shall be responsible to Mesquite ISD for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the work under the contract.

- N. No work within the confines of a secured building will be allowed without at least one district custodian present.
- O. Doors must not be propped open when working after-hours.
- P. Unless otherwise noted, any contractor working on district property must supply the owner with proof of insurance naming the district as co-insured on that policy for property and liability.
- Q. Only the designated district representative who let the contract for services will be authorized to sign documents which release or accept work by the contractor for the district.

FORMS CHECKLIST

	Completed - Form A - Deviation or Compliance Section Completed - Form B - Non-Collusion Clause Completed - Form C - Suspension or Debarment Certificate Completed - Form D - Felony Conviction Notice Completed - Form E - Contractor/Vendor Verification — Employee Criminal Background Checks Completed - Form F - References Completed - Form G - Educational Purchasing Cooperative of	
	North Texas Completed - Form H - Conflict of Interest	
OTHER REQUIRED DOCUMENTATION Terms and Conditions		
П	Completed - Insurance (Sections 40 and 41)	
	Completed - Insurance (Sections 40 and 41) Completed - Payment Bond (Section 43) Completed - Performance Bond (Section 44) Completed - Bid Bond (Section 45)	

Proposal 2016-007 – Provide and Install Fire Alarm Systems at Various Facilities

PART 1.0 – GENERAL

- A. The Mesquite Independent School District (also referred to as Mesquite ISD, MISD and the owner) is seeking a design and cost proposal for the installation of early warning fire alarm systems at five separate facilities. Although these locations are listed under one RFP they are to be treated as five separate contracts. Mesquite ISD reserves the right to evaluate and award each individual facility contract to the contractor submitting a proposal with the best value for that facility.
- B. The owner will provide basic floor plans which details existing fire alarm systems, portable building locations and existing air handler locations for any air handler greater than 2000 CFM. The owner will provide a second AutoCAD drawing which are offered only as a Guide to the design intent. It shall be the contractor's responsibility to visit the sites to verify this information and gather all other information necessary for the design of a fire alarm system that meets these specifications and applicable standards and codes.

1.1. DESCRIPTION:

- A. This section of the specification includes the furnishing, installation, connection and testing of the microprocessor controlled, intelligent reporting fire alarm equipment required to form a complete, operative, coordinated system. It shall include, but not be limited to, alarm initiating devices, alarm notification appliances, Fire Alarm Control Panel (FACP), auxiliary control devices, annunciators and wiring as specified herein.
- B. The FACP and peripheral devices shall be manufactured 100% by a single U.S. manufacturer (or division thereof).
- C. Underwriters Laboratories Inc. (UL) USA:
 - No. 38 Manually Actuated Signaling Boxes
 - No. 50 Cabinets and Boxes
 - No. 864 Control Units for Fire Protective Signaling Systems
 - No. 268 Smoke Detectors for Fire Protective Signaling Systems
 - No. 268A Smoke Detectors for Duct Applications
 - No. 464 Audible Signaling Appliances
 - No. 521 Heat Detectors for Fire Protective Signaling Systems
 - No. 1971 Visual Notification Appliances

1.2. SCOPE OF WORK:

A. General

- The contractor shall provide and install a complete and new intelligent, microprocessor-controlled, fire alarm detection system of the latest hardware/software revision. This system shall be installed in accordance to the project specifications and applicable standards and codes.
- 2. The contractor shall design the system to provide early warning protection with smoke coverage primarily in the corridors, electrical rooms, data closets, kiln rooms, cafeteria, gym or any room with electrical equipment and all areas required by code.
- 3. Each Signaling Line Circuit (SLC) and Notification Appliance Circuit (NAC): Limited to only 80 percent of its total capacity during initial installation as to allow for future expansion.
- 4. The contractor shall completely remove the existing fire alarm system and all existing fire alarm devices at each facility. This shall also include removal of all existing fire alarm cabling. The contractor shall be responsible for providing and installing blank covers over all unused boxes once the devices have been removed. These blank covers shall be used to completely cover the back box as to not leave any spacing around the back box. In some cases this may require custom built finished covers for non-standard size boxes. All devices which are removed shall be stored in a safe area and MISD's project manager shall be notified for pick-up.
- 5. The contractor shall remove all trash and debris at the end of each work day. The contractor is responsible for cleaning up all work areas at the end of each work day. Under no circumstance shall ceiling tiles be left open at the end of the work day. The contractor shall schedule all work so as not to interfere with classroom instruction or extracurricular activities.
- 6. The contractor shall store and protect all materials through out the project.
- 7. Exposed cabling is not permitted in finished areas. The contractor shall provide and install all conduit, raceway and boxes where required.
- 8. The contractor shall be required to obtain all permits and AHJ approvals on this project.
- 9. The contractor shall be overall responsible for shutdown of HVAC air conditioning unit fan motors where duct detectors are required. The

fire alarm contractor shall coordinate this work with MISD's primary HVAC/Mechanical contractor Decker Mechanical Inc. (DMI). The fire alarm contractor shall provide and install the duct detector. This installation shall include the cable that interfaces the duct detector to the Air-Handler units. The fire alarm contractor shall provide and connect all cables to the duct detector. DMI will tie the far-end of the duct detector interface cable to the Air-Handler units.

Decker Mechanical Inc. 1002 KCK Way Cedar Hill, Texas Office (972) 291-9907 Fax (972) 299-6437

- 10. There are numerous portable buildings on each site (see below). The owner will install all fire alarm system cabling from an electrical closet in the main building to an outside termination J-Box. The owner shall also install all fire alarm system cabling from this outside termination J-Box to a 12"x12" J-Box located on the side of each individual portable building. The contractor shall be responsible for all cabling from this 12"X12" J-Box to all fire alarm devices within the portable. The contractor shall install a manual pull station, smoke detector and Horn/Strobe in each portable.
 - a) Price Elementary has 2 portable buildings.
 - b) Kimball Elementary has 7 portable buildings.
- 11. The owner will provide operating power to the system. The contractor shall mount all back boxes and panels that require power and shall give at least 5 days prior notice for power connectivity.
- 12. The contractor shall be responsible for keeping the existing system working throughout this project. The contractor shall notify the municipal Fire Department having authority over the location and the owner if the installation of the new fire alarm system renders any part of the existing system to be out of service.
- 13. The contractor shall configure the communicator to transmit Contact ID format. It shall be the contractor's responsibility to set up the fire alarm accounts with the monitoring station. This set-up shall include all zone description information which will allow the monitoring station operator to give the fire personnel exact information about the location of any fire alarm initiating device(s).

B. Basic Performance:

1. Alarm, trouble and supervisory signals from all intelligent reporting devices shall be encoded on NFPA Style 6 (Class A) Signaling Line Circuits (SLC).

- 2. Initiation Device Circuits (IDC) shall be wired Class A (NFPA Style D) as part of an addressable device connected by the SLC Circuit.
- Notification Appliance Circuits (NAC) shall be wired Class B (NFPA Style Y) as part of an addressable device connected by the SLC Circuit.
- 4. All circuits shall be power-limited, per 1995 UL864 requirements.
- 5. A single ground fault or open circuit on the system Signaling Line Circuit shall not cause system malfunction, loss of operating power or the ability to report an alarm.
- Alarm signals arriving at the main FACP shall not be lost following a primary power failure or outage of any kind until the alarm signal is processed and recorded.

C. BASIC SYSTEM FUNCTIONAL OPERATION

When a fire alarm condition is detected and reported by one of the system initiating devices, the following functions shall immediately occur:

- 1. The system alarm LED on the FACP shall flash.
- 2. A local piezo electric signal in the control panel shall sound.
- 3. A backlit 80-character LCD display on the FACP shall indicate all information associated with the fire alarm condition, including the type of alarm point and its location within the protected premises.
- 4. Control panel history recording shall log the information associated each new fire alarm, along with time and date of occurrence.
- 5. In response to a fire alarm condition, the system will process all control programming and activate all system outputs (alarm notification appliances and/or relays) associated with the point(s) in alarm.

1.3. SUBMITTALS

A. General:

- 1. Two copies of all submittals shall be submitted to the owner for review no later than 15 days from the date of the contract.
- 2. All references to manufacturer's model numbers and other pertinent information herein is intended to establish minimum standards of performance, function and quality. Equivalent compatible UL-listed equipment from other manufacturers may be substituted for the

- specified equipment as long as the minimum standards are met.
- 3. For equipment other than that specified, the contractor shall supply proof that such substitute equipment equals or exceeds the features, functions, performance, and quality of the specified equipment.
- 4. Acceptance of the submittals shall not relieve the contractor from strict compliance with the requirements of these specifications.
- 5. Furnish complete and accurate list of device counts for all fire alarm equipment including but not limited to initiating devices, notification devices, control devices, monitoring devices, power supplies and alarm panels.
- 6. Provide a Scope of Work narrative with detailed description of work to be performed.
- 7. Provide a Sequence of Operation using a matrix or written text format which details activation of each type of device.

B. Shop Drawings:

- Sufficient information, clearly presented, shall be included to determine compliance with these specifications. These drawings shall indicate all fire alarm devices by type and installation location. These drawings shall also include location of the FACP and all power supplies.
- 2. Include manufacturer's name(s), model numbers, ratings, power requirements, equipment layout, device arrangement, complete wiring point-to-point diagrams, and conduit layouts.
- 3. Show annunciator layout, configurations, and terminations.

C. Manuals:

- 1. Submit simultaneously with the shop drawings, complete operating and maintenance manuals listing the manufacturer's name(s), including technical data sheets.
- 2. Wiring diagrams shall indicate internal wiring for each device and the interconnections between the items of equipment.
- Provide a clear and concise description of operation that gives, in detail, the information required to properly operate the equipment and system.

D. Software Modifications

- 1. Provide the services of a qualified technician to perform all system software modifications, upgrades or changes. Response time of the technician to the site shall not exceed 4 hours.
- 2. Provide all hardware, software, programming tools and documentation necessary to modify the fire alarm system on site. Modification includes addition and deletion of devices, circuits, zones and changes to system operation and custom label changes for devices or zones. The system structure and software shall place no limit on the type or extent of software modifications on-site. Modification of software shall not require power-down of the system or loss of system fire protection while modifications are being made.

1.4. GUARANTY:

At the completion of this work, the Owner shall be furnished with a written guarantee stating that all the fire protection equipment, materials, and work performed are in full accordance with the specifications. The guarantee shall also state that the work and all subsequent Change Orders are fully guaranteed for a minimum of one year from the date of final acceptance, and any equipment, materials, or workmanship which may prove defective within that time will be replaced at no cost to the building owner. This guaranty shall also include trip charges and fuel cost.

1.5. QUALITY ASSURANCE

- A. The contractor shall be an established fire protection contractor that has had and currently maintains a locally run and operated business for a minimum of five (5) years.
- B. The contractor shall be a duly authorized dealer of the equipment supplied with full manufacturer's warranty privileges.
- C. The fire protection contractor shall provide satisfactory evidence, upon request, that he maintains a fully equipped service organization capable of furnishing adequate inspection and service to the system(s). The contractor shall maintain at his facility the necessary spare parts in the proper proportion as recommended by the manufacturer to maintain and service the system(s) and/or equipment being supplied.
- D. All items shall be new and be the most current revision of that item. All items shall be delivered in first class condition, including all packaged accessories and containers suitable for shipment and storage.
- E. The owner reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and accept the proposal which best serves the interests and requirements of the district.

- F. During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping condition.
- G. All fire alarm installation work and configuration work shall be directly supervised by a licensed Fire Alarm technician or a licensed Fire Alarm Planner. Contractor shall be able to show this license on request.

1.6. SUBCONTRACTORS

- A. The fire protection contractor is specifically advised that the owner must approve any person, firm or other party to whom it proposes to award a subcontract under this project contract.
- B. Before using a subcontractor, the contractor shall satisfy himself that the subcontractor he will propose to the owner as part of his contract can satisfy all of the requirements expressed in these project documents as it applies to the portion of the contract to be subbed out. The owner reserves the right to reject any subcontractor if the evidence submitted by, or investigation of, such proposed subcontractor fails to satisfy the owner that said subcontractor is properly qualified and capable of carrying out the obligations of this project's contract and to complete the work contemplated therein.

1.7. APPLICABLE STANDARDS AND SPECIFICATIONS:

The specifications and standards listed below form a part of this specification. The system shall fully comply with the latest issue of these standards, if applicable.

A. National Fire Protection Association (NFPA) - USA:

No. 13Sprinkler Systems

No. 70 National Electric Code (NEC)

No. 72National Fire Alarm Code

No. 90A National Fire Code

No. 90B When Smoke Control is required

No. 101 Life Safety Code

- B. The system and its components shall be Underwriters Laboratories, Inc. listed under the appropriate UL testing standard as listed herein for fire alarm applications and the installation shall be in compliance with the UL listing.
- C. Local and State Building Codes.

- D. All requirements of the Authority Having Jurisdiction (AHJ).
- E. Americans with Disabilities Act (ADA)
- F. Uniform Fire Code
- G. Texas Accessibility Standards

1.8. APPROVALS:

- A. The system shall have proper listing and/or approval from the following nationally recognized agencies:
 - UL Underwriters Laboratories Inc.

1.9. CERTIFICATION OF COMPLETION:

A. As-Built Drawings:

- Provide to the owner, upon completion of the system, three complete sets of "record" drawings showing the location of all control panels, power supplies, initiating devices, indication devices, tamper devices, pull stations, cabling paths, wiring connection details and all other items required for As-built drawings.
- 2. Include the actual address and loop number on the As-Built drawings adjacent to the device.
- 3. Provide an AutoCAD file of the accurate As-Built drawing to the owner. This CAD file should match the As-Built printed drawings that are provided.
- 4. Post a copy of the As-Built drawings at the fire panel.
- 5. Furnish complete and accurate list of device counts for all fire alarm equipment including but not limited to initiating devices, notification devices, control devices, monitoring devices, power supplies and alarm panels.
- B. Submit certification that the work has been completed and tested in accordance with the test procedures and certificate format for NFPA 72.

1.10. SYSTEM ACCEPTANCE

A. Final acceptance of the system shall be in writing by the owner. This acceptance shall not occur until all system documentation has been received and all system specifications have been met. Acceptance of the system does not relieve the contractor from strict compliance with the requirements of this specification during the warranty period.

- B. The contractor's project manager or a knowledgeable company representative with a complete understanding of all aspects of the system specifications, installation and operation shall perform a walk through and a punch list of the system prior to the contractor's announcement of completion. All punch list items noted during this walk-through and all other punch list items noted during the installation shall be completed before announcement of final completion. Announcement of completion shall be in writing.
- C. The owner or owner's representative shall perform a walk-through and a punch list after announcement of final completion. All items on this punch list shall be completed before system acceptance. Correction of items on the punch list shall be noted in writing detailing what actions were taken to correct the problem. Any item on the punch list which, in the opinion of the contractor, is not the contractor's responsibility shall be noted as such in writing.

1.11. CONDITIONS OF WORK

It shall be the responsibility of the proposed contractor to fully inform themselves of the conditions relating to the construction of this project and the employment of labor thereon. Failure to do so shall not relieve the successful contractor of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods and/or means as to not cause any interruption of or interference with the daily work routing of the facility.

1.12. PROJECT MEETING - PRE-PROPOSAL CONFERENCE

All contractors are strongly encouraged to have a responsible representative present at a scheduled pre-proposal conference to be held at:

Site: Mesquite ISD Service Center – Conference Room

800 E. Kearney

Mesquite, Texas 75149

Date: November 4, 2015 Time: 9:00 A. M.

PART 2.0 PRODUCTS

2.1. EQUIPMENT AND MATERIAL, GENERAL:

A. All equipment and components shall be new, and the manufacturer's current model. The materials, appliances, equipment and devices shall be tested and listed by a nationally recognized approvals agency for use as part of a fire protective signaling system, meeting the National Fire Alarm Code.

- B. All equipment and components shall be installed in strict compliance with manufacturers' recommendations. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation.
- C. All equipment shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load.

2.2. CONDUIT AND WIRE:

A. Conduit:

- 1. Conduit shall be in accordance with The National Electrical Code (NEC), local and state requirements.
- Where required, all wiring shall be installed in conduit or raceway. Conduit fill shall not exceed 40 percent of interior cross sectional area where three or more cables are contained within a single conduit.
- 3. Cable must be separated from any open conductors of power, or Class 1 circuits, and shall not be placed in any conduit, junction box or raceway containing these conductors, per NEC Article 760-29.
- 4. Wiring for 24-volt DC control, alarm notification, emergency communication and similar power-limited auxiliary functions may be run in the same conduit as initiating and signaling line circuits. All circuits shall be provided with transient suppression devices and the system shall be designed to permit simultaneous operation of all circuits without interference or loss of signals.
- 5. Conduit shall not enter the fire alarm control panel or any other remotely mounted control panel equipment or back boxes, except where conduit entry is specified by the FACP manufacturer.
- 6. Conduit shall be 3/4-inch (19.1 mm) minimum.

B. Wire:

- 1. All fire alarm system wiring shall be new.
- Wiring shall be in accordance with local, state and national codes (e.g., NEC Article 760) and as recommended by the manufacturer of the fire alarm system. Number and size of conductors shall be as recommended by the fire alarm system manufacturer, but not less than 18 AWG (1.02 mm) for Initiating Device Circuits and Signaling Line Circuits, and 14 AWG (1.63 mm) for Notification Appliance

Circuits.

- 3. All wire and cable shall be listed and/or approved by a recognized testing agency for use with a protective signaling system.
- 4. Wire and cable not installed in conduit shall have a fire resistance rating suitable for the installation as indicated in NEC 760 (e.g., FPLR).
- Wiring used for the multiplex communication circuit (SLC) shall be twisted and support a minimum wiring distance of 10,000 feet when sized at 12 AWG. The design of the system shall permit use of IDC and NAC wiring in the same conduit with the SLC communication circuit. For new systems, shielded wire shall not be required.
- 6. All field wiring shall be electrically supervised for open circuit and ground fault.
- 7. The fire alarm control panel shall be capable of T-tapping Class B (NFPA Style 4) Signaling Line Circuits (SLCs). Systems which do not allow or have restrictions in, for example, the amount of T-taps, length of T-taps etc., are not acceptable.
- C. Terminal Boxes, Junction Boxes and Cabinets:

All boxes and cabinets shall be UL listed for their use and purpose.

D. The fire alarm control panel shall be connected to a separate dedicated branch circuit, maximum 20 amperes. This circuit shall be labeled at the main power distribution panel as FIRE ALARM. Fire alarm control panel primary power wiring shall be 12 AWG. The control panel cabinet shall be grounded securely to either a cold water pipe or grounding rod. The control panel enclosure shall feature a quick removal chassis to facilitate rapid replacement of the FACP electronics. The owner shall provide all operating power to the system.

2.3. MAIN FIRE ALARM CONTROL PANEL:

A. The FACP at all locations shall be a FCI-Gamewell E-3 Series panel and shall contain a microprocessor-based Central Processing Unit (CPU). The CPU shall communicate with and control the following types of equipment used to make up the system: intelligent addressable smoke and thermal (heat) detectors, addressable modules, printer, annunciators, and other system controlled devices.

B. Operator Control

1. Acknowledge Switch:

- a. Activation of the control panel Acknowledge switch in response to new alarms and/or troubles shall silence the local panel piezo electric signal and change the alarm and trouble LEDs from flashing mode to steady-ON mode. If multiple alarm or trouble conditions exist, depression of this switch shall advance the 80character LCD display to the next alarm or trouble condition.
- b. Depression of the Acknowledge switch shall also silence all remote annunciator piezo sounders.
- Alarm Silence Switch: Activation of the alarm silence switch shall cause all programmed alarm notification appliances and relays to return to the normal condition after an alarm condition. The selection of notification circuits and relays that are silenceable by this switch shall be fully field programmable within the confines of all applicable standards. The FACP software shall include silence inhibit and autosilence timers.
- 3. Alarm Activate (Drill) Switch: The Alarm Activate switch shall activate all notification appliance circuits. The drill function shall latch until the panel is silenced or reset.
- 4. System Reset Switch: Activation of the System Reset switch shall cause all electronically-latched initiating devices, appliances or software zones, as well as all associated output devices and circuits, to return to their normal condition.
- 5. Lamp Test: The Lamp Test switch shall activate all system LEDs and light each segment of the liquid crystal display.

C. System Capacity and General Operation

- 1. The control panel shall provide, or be capable of, expansion to 636 intelligent/addressable devices.
- 2. The control panel shall include Form-C Alarm, Trouble and Supervisory relays rated at a minimum of 2.0 amps @ 30 VDC. It shall also include programmable Notification Appliance Circuits (NACs) capable of being wired as Class B (NFPA Style Y) or Class A (NFPA Style Z).
- 3. The fire alarm control panel shall include an operator interface control and annunciation panel that shall include a backlit Liquid Crystal Display (LCD), individual color-coded system status LEDs, and an alphanumeric keypad for the field programming and control of the fire

alarm system.

- 4. All programming or editing of the existing program in the system shall be achieved without special equipment and without interrupting the alarm monitoring functions of the fire alarm control panel. The system shall be fully programmable, configurable, and expandable in the field without the need for special tools, PROM programmers or PC based programmers. It shall not require replacement of memory ICs to facilitate programming changes. The control unit will support the ability to upgrade its operating program using FLASH memory technology. The unit shall provide the user with the ability to program from either the included keypad, a standard PS2-style PC keyboard or from a computer running upload/download software.
- 5. The system shall allow the programming of any input to activate any output or group of outputs. Systems which have limited programming (such as general alarm), have complicated programming (such as a diode matrix), or REQUIRE a laptop personal computer are not considered suitable substitutes.
- 6. The FACP shall provide the following features:
 - a. Drift compensation to extend detector accuracy over life. Drift compensation shall also include a smoothing feature, allowing transient noise signals to be filtered out.
 - b. Detector sensitivity test, meeting requirements of NFPA 72, Chapter 7.
 - Maintenance alert, with two levels (maintenance alert/maintenance urgent), to warn of excessive smoke detector dirt or dust accumulation.
 - d. The ability to display or print system reports.
 - e. Alarm verification, with counters and a trouble indication to alert maintenance personnel when a detector enters verification an excessive number of times.
 - f. Positive Alarm Sequence (PAS presignal), meeting NFPA 72 3-8.3 requirements.
 - g. Rapid manual station reporting.
 - h. Non-alarm points for general (non-fire) control.
 - i. Periodic detector test, conducted automatically by the software.
 - j. Walk test, with a check for two detectors set to same address.

7. The FACP shall be capable of coding Notification Appliance Circuits in March Time Code (120 PPM), Temporal (NFPA 72 A-2-2.2.2), and California Code. Main panel notification circuits (NACs 1 & 2) shall also automatically synchronize any of the following manufacturer's notification appliances connected to them: System Sensor, Wheelock, or Gentex with no need for additional synchronization modules.

D. Central Microprocessor

- The microprocessor shall be a state-of-the-art; high speed, 16-bit RISC device and it shall communicate with, monitor and control all external interfaces. It shall include an EPROM for system program storage, non-volatile memory for building-specific program storage, and a "watch dog" timer circuit to detect and report microprocessor failure.
- 2. The microprocessor shall contain and execute all specific actions to be taken in the condition of an alarm. Control programming shall be held in non-volatile programmable memory, and shall not be lost even if system primary and secondary power failure occurs.
- 3. The microprocessor shall also provide a real-time clock for time annotation of system displays, printer, and history file.
- 4. A special program check function shall be provided to detect common operator errors.
- An auto-programming capability (self-learn) shall be provided to quickly identify devices connected on the SLC and make the system operational.
- 6. For flexibility and to ensure program validity, an optional Windows(TM) based program utility shall be available. This program shall be used to off-line program the system with batch upload/download. This program shall also have a verification utility which scans the program files, identifying possible errors. It shall also have the ability to compare old program files to new ones, identifying differences in the two files to allow complete testing of any system operating changes. This shall be in incompliance with the NFPA 72 requirements for testing after system modification.

E. Local Keyboard Interface

 In addition to an integral keypad, the fire alarm control panel will accept a standard PS2-style keyboard for programming, testing, and control of the system. The keyboard will be able to execute the system functions ACKNOWLEDGE, SIGNALS SILENCED, DRILL and RESET.

F. Display

- The display shall provide all the controls and indicators used by the system operator and may also be used to program all system operational parameters.
- 2. The display shall include status information and custom alphanumeric labels for all intelligent detectors, addressable modules, internal panel circuits, and software zones.
- 3. The display shall contain an alphanumeric, text-type display and dedicated LEDs for the annunciation of AC POWER, FIRE ALARM, SUPERVISORY, TROUBLE, MAINTENANCE, ALARM SILENCED, DISABLED, BATTERY, and GROUND conditions.
- 4. The display keypad shall be part of the standard system and have the capability to command all system functions, entry of any alphabetic or numeric information, and field programming. Two different password levels shall be provided to prevent unauthorized system control or programming.
- 5. The display shall include the following operator control switches: ACKNOWLEDGE, ALARM SILENCE, DRILL (alarm activate), and SYSTEM RESET.

G. Signaling Line Circuits (SLC)

- 1. The system shall include two SLCs. Each SLC interface shall provide power to and communicate with up to 159 intelligent detectors (ionization, photoelectric or thermal) addressable pull stations, addressable beam detectors, and 159 intelligent modules (monitor or control) for a system capacity of 636 devices. Each SLC shall be capable of NFPA 72 Style 4, Style 6, or Style 7 (Class A or B) wiring.
- 2. The CPU shall receive information from all intelligent detectors to be processed to determine whether normal, alarm, prealarm, or trouble conditions exist for each detector. The software shall automatically compensate for the accumulation of dust in each detector up to allowable limits. The information shall also be used for automatic detector testing and for the determination of detector maintenance conditions.
- 3. The detector software shall meet NFPA 72, Chapter 7 requirements and be certified by UL as a calibrated sensitivity test instrument.

H. Serial Interfaces

1. The system shall provide a means of interfacing to UL Listed Electronic Data Processing (EDP) peripherals using the RS-232

communications standard.

I. Enclosures:

- 1. The control panel shall be housed in a UL-listed cabinet suitable for surface or semi-flush mounting. The cabinet and front shall be corrosion protected and painted red using powder coat techniques in the manufacturer's standard finish.
- 2. The back box and door shall be constructed of steel with provisions for electrical conduit connections into the sides and top.
- 3. The door shall provide a key lock and shall provide for the viewing of all indicators.
- 4. The cabinet shall accept a chassis containing the PCB and to assist in quick replacement of all the electronics including power supply shall require no more than two bolts to secure the panel to the enclosure back box.

J. Power Supply:

- The main power supply for the fire alarm control panel shall provide
 amps of available power for the control panel and peripheral devices.
- Provisions will be made to allow the audio-visual power to be increased as required by adding modular expansion audio-visual power supplies.
- Positive-Temperature-Coefficient (PTC) thermistors, circuit breakers, or other over-current protection shall be provided on all power outputs. The power supply shall provide an integral battery charger or may be used with an external battery and charger systems. Battery arrangement may be configured in the field.
- 4. The main power supply shall continuously monitor all field wires for earth ground conditions.
- 5. The main power supply shall operate on 120 VAC, 60 Hz, and shall provide all necessary power for the FACP.

K. Specific System Operations

 Alarm Verification: Each of the intelligent addressable smoke detectors in the system may be independently for verification of alarm signals. The alarm verification time period shall not exceed 2 minutes.

- 2. Point Disable: Any addressable device or conventional circuit in the system may be enabled or disabled through the system keypad.
- 3. Point Read: The system shall be able to display or print the following point status diagnostic functions:
 - a. Device status
 - b. Device type
 - c. Custom device label
 - d. Device zone assignments
- System Status Reports: Upon command from an operator of the system, a status report will be generated and printed, listing all system status.
- 5. System History Recording and Reporting: The fire alarm control panel shall contain a history buffer that will be capable of storing up to 1000 events. Each of these activations will be stored and time and date stamped with the actual time of the activation. The contents of the history buffer may be manually reviewed, one event at a time, or printed in its entirety.
- 6. The history buffer shall use non-volatile memory. Systems that use volatile memory for history storage are not acceptable substitutes.
- 7. Automatic Detector Maintenance Alert: The fire alarm control panel shall automatically interrogate each intelligent detector and shall analyze the detector responses over a period of time. If any intelligent detector in the system responds with a reading that is above or below normal limits, then the system will enter the trouble mode, and the particular detector will be annunciated on the system display. This feature shall in no way inhibit the receipt of alarm conditions in the system, nor shall it require any special hardware, special tools or computer expertise to perform.
- 8. Pre-Alarm Function: The system shall provide two levels of pre-alarm warning to give advance notice of a possible fire situation. Both pre-alarm levels shall be fully field adjustable. The first level shall give an audible indication at the panel. The second level shall give an audible indication and may also activate control relays. The system shall also have the ability to activate local detector sounder bases at the pre-alarm level, to assist in avoiding nuisance alarms.
- 9. Software Zones: The FACP shall provide at least 100 software zones.
- 10. The fire alarm control panel shall include Silent and Audible Walk Test functions Silent and Audible. It shall include the ability to test initiating device circuits and notification appliance circuits from the

field without returning to the panel to reset the system. The operation shall be as follows:

- a The Silent Walk Test will not sound NACs but will store the walk test information in History for later viewing.
- b. Alarming an initiating device shall activate programmed outputs, which are selected to participate in walk test, for 4 seconds.
- c. Introducing a trouble into the initiating device shall activate the programmed outputs for 8 seconds.
- d. Walk test shall be selectable on a per device/circuit basis. All devices and circuits which are not selected for walk test shall continue to provide fire protection and if an alarm is detected, will exit walk test and activate all programmed alarm functions.
- e. All devices tested in walk test shall be recorded in the history buffer.

11. Waterflow Operation

An alarm from a waterflow detection device shall activate the appropriate alarm message on the 80-character display; turn on all programmed Notification Appliance Circuits and shall not be affected by the Signal Silence switch.

12. Supervisory Operation

An alarm from a supervisory device shall cause the appropriate indication on the 80-character display, light a common supervisory LED, but will not cause the system to enter the trouble mode.

13. Signal Silence Operation

The FACP shall have the ability to program each output circuit (notification circuit or relay) to deactivate upon depression of the Signal Silence switch.

14. Non-Alarm Input Operation

Any addressable initiating device in the system may be used as a non-alarm input to monitor normally open contact type devices. Nonalarm functions are a lower priority than fire alarm initiating devices.

2.4. SYSTEM COMPONENTS:

- A. Programmable Electronic Sounders:
 - 1. Electronic sounders shall operate on 24 VDC nominal.
 - Electronic sounders shall be field programmable without the use of special tools, to provide slow whoop, continuous, or interrupted tones with an output sound level of at least 90 dBA measured at 10 feet from the device.
 - 3. Shall be flush or surface mounted as show on plans.
- B. Strobe lights shall meet the requirements of the ADA, UL Standard 1971 and shall meet the following criteria:
 - 1. The maximum pulse duration shall be 2/10 of one second.
 - 2. Strobe intensity shall meet the requirements of UL 1971.
 - 3. The flash rate shall meet the requirements of UL 1971.
- C. Audible/Visual Combination Devices:
 - Shall meet the applicable requirements of Section A listed above for audibility.
 - 2. Shall meet the requirements of Section B listed above for visibility.

D. Waterflow Indicator:

- 1. Waterflow Switches shall be an integral, mechanical, non-coded, non-accumulative retard type.
- 2. Waterflow Switches shall have an alarm transmission delay time which is conveniently adjustable from 0 to 60 seconds. Initial settings shall be 30-45 seconds.
- 3. All waterflow switches shall come from a single manufacturer and series.
- 4. Waterflow switches shall be provided and connected under this section but installed by the mechanical contractor.
- 5. Where possible, locate waterflow switches a minimum of one (1) foot from a fitting which changes the direction of the flow and a minimum of three (3) feet from a valve.

- E. Sprinkler and Standpipe Valve Supervisory Switches:
 - 1. Each sprinkler system water supply control valve riser, zone control valve, and standpipe system riser control valve shall be equipped with a supervisory switch. Standpipe hose valves, and test and drain valves shall not be equipped with supervisory switches.
 - 2. PIV (post indicator valve) or main gate valves shall be equipped with a supervisory switch.
 - The switch shall be mounted so as not to interfere with the normal operation of the valve and adjusted to operate within two revolutions toward the closed position of the valve control, or when the stem has moved no more than one-fifth of the distance from its normal position.
 - 4. The supervisory switch shall be contained in a weatherproof aluminum housing, which shall provide a 3/4-inch (19 mm) conduit entrance and incorporate the necessary facilities for attachment to the valves.
 - 5. The switch housing shall be finished in red baked enamel.
 - 6. The entire installed assembly shall be tamper proof and arranged to cause a switch operation if the housing cover is removed, or if the unit is removed from its mounting.
 - 7. Valve supervisory switches shall be provided and connected under this section and installed by mechanical contractor.
- F. Digital Alarm Communicator Transmitter (DACT). The DACT is an interface for communicating digital information between a fire alarm control panel and a UL-Listed Central Station.
 - 1. The DACT shall be an integral part of the fire alarm control panel. Systems that utilize relay contact closures are not acceptable.
 - 2. The DACT shall include connections for dual telephone lines (with voltage detect), per UL/NFPA/FCC requirements. It shall include the ability for split reporting of panel events up to three different telephone numbers.
 - The DACT shall be completely field programmable via the fire alarm control panel keypad or via downloaded programming information via a PC.
 - 4. The DACT shall be capable of transmitting events in multiple formats including Full Contact ID. This ensures compatibility with existing and future transmission formats.

- 5. Communication shall include vital system status such as:
 - Independent Zone (Alarm, trouble, non-alarm, supervisory)
 - Independent Addressable Device Status
 - AC (Mains) Power Loss
 - Low Battery and Earth Fault
 - System Off Normal
 - 12 and 24-Hour Test Signal
 - Abnormal Test Signal (per UL requirements)
 - EIA-485 Communications Failure
 - Phone Line Failure
- 6. The DACT shall support independent zone/point reporting when used in the Contact ID format. In this format the UDACT shall support transmission of up to 640 points. This enables the central station to have exact details concerning the origin of the fire or response emergency.

G. Field Wiring Terminal Blocks

For ease of service all panel I/O wiring terminal blocks shall be removable, plug-in types and have sufficient capacity for #18 to #12 AWG wire. Terminal blocks which are permanently fixed are not acceptable.

H. Addressable Devices - General

- Addressable devices shall employ the simple-to-set decade addressing scheme. Addressable devices which use a binary-coded address setting method, such as a DIP switch, are not an allowable substitute.
- 2. Detectors shall be addressable and intelligent, and shall connect with two wires to the fire alarm control panel signaling line circuits.
- 3. Addressable smoke and thermal (heat) detectors shall provide dual alarm and power/polling LEDs. Both LEDs shall flash under normal conditions, indicating that the detector is operational and in regular communication with the control panel, and both LEDs shall be placed into steady illumination by the control panel, indicating that an alarm condition has been detected. An output connection shall also be provided in the base to connect an external remote alarm LED.
- 4. Using software in the FACP, detectors shall automatically compensate for dust accumulation and other slow environmental changes that may affect their performance. The detectors shall be listed by UL as meeting the calibrated sensitivity test requirements of NFPA Standard 72, Chapter 7.

- 5. Detectors shall be ceiling-mount and shall include a separate twist-lock base with tamper proof feature. Base options shall include a base with a built-in (local) sounder rated for a minimum of 85 DBA, a relay base and an isolator base designed for Style 7 applications.
- 6. Detectors shall provide a test means whereby they will simulate an alarm condition and report that condition to the control panel.
- 7. Detectors shall also store an internal identifying type code that the control panel shall use to identify the type of device (ION, PHOTO, THERMAL).
- 8. Detectors shall provide address-setting means using decimal switches.

I. Addressable Pull Box (manual station)

- Addressable pull boxes shall, on command from the control panel, send data to the panel representing the state of the manual switch and the addressable communication module status. They shall use a key operated test-reset lock, and shall be designed so that after actual emergency operation, they cannot be restored to normal use except by the use of a key.
- 2. All operated stations shall have a positive, visual indication of operation and utilize a key type reset.
- Manual pull stations shall be constructed of Lexan with clearly visible operating instructions provided on the cover. The word FIRE shall appear on the front of the stations in raised letters, 1.75 inches (44 mm) or larger.

J. Intelligent Photoelectric Smoke Detector

- The detectors shall use the photoelectric (light-scattering) principal to measure smoke density and shall, on command from the control panel, send data to the panel representing the analog level of smoke density.
- 2. The detectors shall be ceiling-mounted and available in an alternate model with an integral fixed 135-degree heat-sensing element.
- 3. Each detector shall contain a remote LED output and a built-in test switch.
- 4. Detector shall be provided on a twist-lock base.
- 5. It shall be possible to perform a calibrated sensitivity and performance test on the detector without the need for the generation

of smoke. The test method shall test all detector circuits.

- 6. A visual indication of an alarm shall be provided by dual latching Light Emitting Diodes (LEDs), on the detector, which may be seen from ground level over 360 degrees. These LEDs shall periodically flash to indicate that the detector is in communication with the control panel.
- 7. The detector shall not go into alarm when exposed to air velocities of up to 1500 feet per minute (fpm).
- 8. The detector screen and cover assembly shall be easily removable for field cleaning of the detector chamber.
- 9. All field wire connections shall be made to the base through the use of a clamping plate and screw.

K. Intelligent Ionization Smoke Detector

 The detectors shall use the dual-chamber ionization principal to measure products of combustion and shall, on command from the control panel, send data to the panel representing the analog level of products of combustion.

L. Intelligent Thermal Detectors

- Thermal detectors shall be intelligent addressable devices rated at 135 degrees Fahrenheit (58 degrees Celsius) and have a rate-of-rise element rated at 15 degrees F (9.4 degrees C) per minute. It shall connect via two wires to the fire alarm control panel signaling line circuit.
- 2. Thermal detectors in kiln rooms shall be intelligent addressable devices rated at 190 degrees Fahrenheit (88 degrees Celsius) fixed temperature. It shall connect via two wires to the fire alarm control panel signaling line circuit.

M. Intelligent Duct Smoke Detector

- The smoke detector housing shall accommodate either an intelligent ionization detector or an intelligent photoelectric detector, of that provides continuous analog monitoring and alarm verification from the panel.
- 2. When sufficient smoke is sensed, an alarm signal shall be initiated at the FACP, and appropriate action taken to change over air handling systems to help prevent the rapid distribution of toxic smoke and fire gases throughout the areas served by the duct system.

N. Addressable Control Relay Module

- 1. Addressable control relay modules shall be provided to control the operation of fan shutdown and other auxiliary control functions.
- 2. The control module shall mount in a standard 4-inch square, 2-1/8 inch deep electrical box, or to a surface mounted backbox.
- 3. The control relay module will provide a dry contact, Form-C relay. The relay coil shall be magnetically latched to reduce wiring connection requirements, and to insure that 100% of all auxiliary relays may be energized at the same time on the same pair of wires.
- 4. The control relay module shall be suitable for pilot duty applications and rated for a minimum of 0.6 amps at 30 VDC.

O. Door Holders:

- 1. Door Holders will be available in 120 VAC and 24 VDC models.
- 2. 120 VAC models will be transient-protected against surges up to 600 volts.
- 3. Door holders will be designed for Fail Safe operation (power failure release door to close).

P. Alphanumeric LCD Type Annunciator:

- 1. The alphanumeric display annunciator shall be a supervised, remotely located backlit LCD display containing a minimum of eighty (80) characters for alarm annunciation in clear English text.
- 2. The LCD annunciator shall display all alarm and trouble conditions in the system.
- 3. An audible indication of alarm shall be integral to the alphanumeric display.
- 4. The display shall be UL listed for fire alarm application.
- 5. It shall be possible to connect up to 32 LCD displays and be capable of wiring distances up to 6,000 feet from the control panel.
- 6. The annunciator shall connect to a separate, dedicated "terminal mode" EIA-485 interface. This is a two-wire loop connection and shall be capable of distances to 6,000 feet. Each terminal mode LCD display shall mimic the main control panel.

2.5. BATTERIES:

- A. Upon loss of Primary (AC) power to the control panel, the batteries shall have sufficient capacity to power the fire alarm system for required standby time (24 or 60 hours) followed by 5 minutes of alarm.
- B. The batteries are to be completely maintenance free. No liquids are required. Fluid level checks for refilling, spills, and leakage shall not be required.
- C. If necessary to meet standby requirements, external battery/charger systems may be used.

PART 3.0 - EXECUTION

3.1. INSTALLATION:

- A. Installation shall be in accordance with the NEC, NFPA 72, local and state codes, as shown on the drawings, and as recommended by the major equipment manufacturer.
- B. All conduit, junction boxes, conduit supports and hangers shall be concealed in finished areas and may be exposed in unfinished areas. Smoke detectors shall not be installed prior to the system programming and test period. If construction is ongoing during this period, measures shall be taken to protect smoke detectors from contamination and physical damage.
- C. All fire detection and alarm system devices, control panels and remote annunciators shall be flush mounted when located in finished areas and may be surface mounted when located in unfinished areas.
- D. Manual pull stations shall be suitable for surface mounting or semi flush mounting as shown on the plans, and shall be installed not less than 42 inches (1067 mm), nor more than 48 inches (122 mm) above the finished floor.
- E. Each addressable device shall have the final address and loop number permanently affixed in a visible location to the device or to the base of a removable device. Duct detectors shall have this label affixed to both the device and the remote test switch.

F. Wiring:

 Securely fasten system components independent of wiring to their supports. Wiring shall be neatly bound and ran above lay-in ceilings. Wiring shall be suspended using J-hooks or bridle ring hangers tied every 48", or less, to avoid sag or damage to conductors, wire shall be installed a minimum of 18 inches above drop ceiling. Wiring shall not be supported by ceiling tile, ceiling tile hangers, electric, sprinkler duct, any other trades' conduit or cable tray, or insulated ceiling joists. Where it is necessary to drop the J-hooks or bridle rings down from upper ceiling appropriately sized all thread shall be used:

2. Approved products:

J-Hooks (Quantity: As required to meet specifications) Erico (Caddy), Model CAT-12, CAT-21, and CAT-32, or approved equal. Bridle Rings (Quantity: As required to meet specifications) Erico (Caddy), or approved equal.

- 3. Fire alarm wiring shall be U.L. listed minimum Plenum rating. Provide wiring per NFPA 72 and NFPA 70. All splices shall be within an approved enclosure and utilize approved terminal strips.
- 4. The Mesquite Independent School District will not accept exposed wiring. If existing conduits are not available, then the contractor shall make every effort to install wiring within the walls. If it is not possible to install wires within the walls in finished areas, then the contractor shall furnish and install a brushed aluminum raceway product. The Wiremold series AL2000 product is pre-approved by the Mesquite Independent School District for this project. All wires shall be plenum rated unless otherwise specified.
- 5. All horizontal wiring shall be installed in a neat and professional Special care shall be taken so as not to route wiring diagonally across the ceiling. Under no circumstances, shall wiring be laid on or across ceiling tiles. When possible, all wiring installed within corridors shall be grouped, bundled, tie-wrapped, and suspended using J-Hooks, Bridle Rings or similar suitable hanging devices along a side wall at a location midway between the ceiling and the upper joists. Cables are to be tied every 48" or less to prevent sagging. All other wiring shall be supported to upper red iron with adequate support to keep cables neatly bundled to prevent sagging. Contractor shall not tie nor suspend cabling to electrical conduits or insulated ceiling joists. Under floor wiring shall be suspended under the upper floor and shall be securely mounted and clamped every 48" using appropriate mounting hardware. Cables shall not sag or touch the sub terrain (ground) under any circumstance. Cables are not to be routed across floor access doors.
- 6. Cables that are required to be routed through steel walls or other abrasive surfaces shall be protected using rubber grommets, conduit sleeves, or other appropriate protection .
- 7. All cables regardless of length, shall be properly marked and identified. All markings shall be properly identified so as to match the final set of As-Built drawings furnished by the contractor. All labels

shall be computer generated hand written labels will not be accepted.

3.2. TEST:

The service of a competent, NICET level II technician shall be provided to technically supervise and participate during all the adjustments and tests for the system. All testing shall be in accordance with NFPA 72, Chapter 7.

- A. Before energizing the cables and wires, check for correct connections and test for short circuits, ground faults, continuity, and insulation.
- B. Close each sprinkler system flow valve and verify proper supervisory alarm at the FACP.
- C. Verify activation of all waterflow switches.
- D. Open initiating device circuits and verify that the trouble signal actuates.
- E. Open and short signaling line circuits and verify that the trouble signal actuates.
- F. Open and short notification appliance circuits and verify that trouble signal actuates.
- G. Ground all circuits and verify response of trouble signals.
- H. Check presence and audibility of tone at all alarm notification devices.
- I. Check installation, supervision, and operation of all intelligent smoke detectors using the walk test.
- J. Each of the alarm conditions that the system is required to detect should be introduced on the system. Verify the proper receipt and the proper processing of the signal at the FACP and the correct activation of the control points.
- K. When the system is equipped with optional features, the manufacturer's manual shall be consulted to determine the proper testing procedures. This is intended to address such items as verifying controls performed by individually addressed or grouped devices, sensitivity monitoring, verification functionality and similar.

3.3. FINAL INSPECTION:

A. At the final inspection, at a minimum a NICET level II technician shall demonstrate that the system functions properly in every respect.

B. The contractor is responsible for scheduling and performing the final acceptance test with municipal Fire Department having authority over the location. The owner shall be notified a minimum of three days prior to this test.

3.4. INSTRUCTION:

- A. Instruction shall be provided as required for operating the system. Handson demonstrations of the operation of all system components and the entire system shall be provided. Items covered in this training shall include but not be limited to Operation for fire drills, Operation during alarms, how to manually initiate an alarm and Operation for troubles.
- B. The contractor shall provide a form signed by the building principal and all other participates of the operational training session verifying completed training.
- C. The contractor shall provide a user manual indicating "Sequence of Operation."

End of Section

PROPOSAL FORM RFP 2016-007

PROVIDE AND INSTALL FIRE ALARM SYSTEMS IN VARIOUS MESQUITE ISD FACILITIES

Having examined the proposal, general instructions, materials, execution, and having examined the premises and circumstances affecting the work, the undersigned offers:

Furnish all labor, material, tools, equipment, transportation, bonds, all applicable taxes, incidentals, and other facilities, and to perform all work for the provision and installation of fire alarm systems per specifications at the following locations:

Kimball Elementary School (City of Meso 4010 Coryell Mesquite, Texas 75150	quite)
11 (11)	
BASE PROPOSAL:	\$
BONDING	\$
Administration Annex (City of Mesquite) 329 E. Davis Mesquite, Texas 75149	
BASE PROPOSAL:	\$
BONDING	\$
Maintenance Annex (City of Mesquite) 300 S. Florence Mesquite, Texas 75149	
BASE PROPOSAL:	\$
BONDING	\$

630 Stroud Garland, Texas 75043	and)
BASE PROPOSAL:	\$
BONDING	\$
Lawson Warehouse (City of Dallas) 201 E. Lawson Road Mesquite, Texas 75181	
BASE PROPOSAL:	\$
BONDING	\$
Company Name	Authorized Signature
/ /	Position/Title

EXAMINATION OF SITE: by signing the Proposal Form, Contractor acknowledges he or an authorized representative has examined the sites and is aware of all field conditions.

DRAWINGS





