



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PH: (956) 289-2311
FX: (956) 383-7687

Contractor Request for COMPETITIVE SEALED BIDS

NO: 21-20

TITLE: BARRIENTES MIDDLE SCHOOL
CAFETERIA WINDOW REPLACEMENT

This Proposal includes the following forms:

- Intent to Bid
- Vendor Check List
- Instructions to Bidders
- Response Format & Contents
- Bid Proposal Form
- Performance Bond
- Original Bid Proposal Form
- Form A
- Standard Terms & Conditions
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties Example
- Deviation Form
- Wage Rate
- Authorization for W-9/Direct Deposit

CLOSING TIME/DATE:

Closing Time: 3:00 P.M.
Closing Date: November 13, 2020

BUYER:

ClauDina Longoria, Senior Buyer
Phone: 956-289-2311, Ext.2135
Fax: 956-383-7687
Email: d.longoria@ecisd.us

DELIVER BIDS TO:

Edinburg CISD
Office of the Purchasing Coordinator
411 North 8th Ave, 2nd Floor
Edinburg, TX 78541

DATE WEBBED: October 30, 2020

[Signature] 10/30/20
Purchasing Coordinator Date

*Do not deliver Bids/CSPs/RFPs/RFQs to other ECISD locations. All Bids/CSPs/RFPs/RFQs must be delivered to the delivery address above on or before the Bids/CSPs/RFP/RFQs closing time/date. Purchasing will not be responsible for late submittals as per Board Policy CH (LOCAL).

Vendor Certification

The undersigned, by his/her signature, represents the he/she is authorized to bind the bidder to fully comply with the terms and conditions on this bid, including all forms and attachments included herein, for the amount(s) shown on the accompanying bid form(s), if accepted within sixty (60) calendar days after bid opening. **Note: Bidder is strongly encouraged to read the entire Solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.**

Firm Name: _____

Telephone 1-800-_____

Address: _____

Or: _____

City: _____

Fax: _____

State: _____ Zip: _____

Web Address: _____

Email: _____

(Signature of Person Authorized to Sign Bid)

Date: _____

Printed Name: _____

Title: _____

(Please print or type name above)

I can deliver in _____ days. Early Payment Discount _____% if Paid in _____ Days, Net 30

INTENT TO BID

Fax, this page only, if solicitation was not faxed or e-mailed directly to your company. All other solicitation documents must be enclosed in a sealed envelope and mailed to the Purchasing Department.

This page is required if solicitation was downloaded without receiving an invitation by the District. Please complete and fax to 956-383-7687 immediately in order to be added to the vendor list and receive addendums or updates regarding this solicitation. It is the intent of the Purchasing Department to ensure that all interested vendors receive addendums or updates, but it will be the vendor's responsibility to check the Purchasing site periodically. If there are addendums posted on the site and your company has not been notified by fax or e-mail, it will be the vendor's responsibility to download from Purchasing site and make sure to include with their packet.

The Edinburg CISD Purchasing solicitations and addendums are available on line at www.ecisd.us.

NAME: _____

TITLE: _____

ORGANIZATION: _____

STREET ADDRESS: _____

STREET ADDRESS 2: _____

CITY: _____

STATE: _____

ZIP CODE: _____

WORK PHONE: _____

FAX: _____

E-MAIL: _____

WEB SITE: _____

VENDOR CHECK LIST

- | | | |
|--|---------|--------|
| 1. Original Proposal/Addendum Form | ___ Yes | ___ No |
| 2. Performance Bond | ___ Yes | ___ No |
| 3. Form A | ___ Yes | ___ No |
| 4. Signed Standard Terms & Conditions | ___ Yes | ___ No |
| 5. Signed Felony Conviction Notification | ___ Yes | ___ No |
| 6. Signed Conflict of Interest Questionnaire | ___ Yes | ___ No |
| 7. Signed Deviation Form | ___ Yes | ___ No |
| 8. Read and understood Special Terms & Conditions | ___ Yes | ___ No |
| 9. Filled out Bid Form | ___ Yes | ___ No |
| 10. Completed & submitted W9/Authorization for Direct Deposit Form | ___ Yes | ___ No |
| 11. Signed Certification of Interested Parties (Form 1295) | ___ Yes | ___ No |
| 12. Completed & signed Vendor Check List | ___ Yes | ___ No |

I have read all the specifications and general bid requirements and do hereby certify that all items submitted meet all specifications, conditions, and instructions of said solicitation, and will follow District policy DBD (Local). The signature below confirms that our company will enter into a binding contract with Edinburg CISD for item(s) awarded to our company.

Company Name

Print/Type Signature Name

Authorized Signature

Date

Official Title

INSTRUCTIONS TO BIDDERS

1. The Board of Trustees of the Edinburg Consolidated Independent School District is in the process of seeking qualified Bidders for: **BARRIENTES MIDDLE SCHOOL CAFETERIA WINDOW REPLACEMENT**.

Please note that Bids must be received on **November 13, 2020** at the address below. one (1) Original and Two (2) Copies (clearly marked) on the response must be sealed and delivered to:

Edinburg Consolidated Independent School District
Attn: Amaro Tijerina, Purchasing Director
411 North 8th Ave., 2nd Floor
Edinburg, TX 78540

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2. **PRE-BID CONFERENCE**

- A. The purpose of the Pre-Bid Conference is to answer any questions that any offers may have and an on-site visit.
- B. Date and Time: **November 5, 2020 @ 1:30 p.m.**
- C. Location: Barrientes Middle School Cafeteria
1100 E. Ebony Lane
Edinburg, TX 78539

3. **INQUIRIES:** All questions prior to closing date should be FAXED directly to Mr. Robert Estrada, District Architect, at 956-316-7265. Inquiries should make reference to specific sections numbers of the CSB.

4. **SELECTION PROCESS:** In procuring the services of Qualified Bidders, the Edinburg CISD will follow the process below:

- a. First, the District will receive all bids submitted and read aloud at the scheduled bid opening.
- b. Next, the District will review all bides and submit to the Superintendent of Schools the recommended bidder for Board approval.
- c. The District and its consultant will prepare contract for awarded bidder.

RESPONSE FORMAT AND CONTENT (TABS REQUIRED)

The responses to the Bid will consist of Seven (7) specific information subject areas which must be completed and returned in the order indicated below with each section divided and number tabbed with the appropriate section title.

1. BID FORM

Include a completed Bid Form. A cover letter with summary of the information presented in the Bid to include names, telephone and fax numbers of persons authorized to provide any clarification required. The cover letter shall include the name of the person(s) authorized to conduct final contract negotiations on behalf of the company.

2. BID BOND

Include in this section the form, FULLY completed and signed.

3. COMPANY INFORMATION

Include in this section your company name, address, telephone, telephone number, fax number, company background, year current firm was established, name of parent company (if applicable), principal owners, type of organization (individual, partnership, corporation, joint venture, etc.)

4. LIST SIMILAR PROJECTS

Include in this section a list of three (3) education related projects that would be representative of your firm's work and services provided; to include project name, district, contact person, phone number, project description and services provided.

5. QUALIFIED SERVICE PERSONNEL

Include in this section your firm total number of employees, proposed project Superintendent Resume, supervisory responsibilities, line of authority and certifications that may have a role in this contract.

6. INSURANCE POLICIES

Include in this section a copy of the following insurance policies:

- a. Professional Liability Insurance
- b. General Liability
- c. Workmen's Compensation
- d. Automobile Insurance Policies

7. REQUIRED FORMS

STANDARD TERMS & CONDITIONS – Include in this section the form, FULLY completed and signed.
FORM A (AGC-220 FORM) – Include in this section FORM A (attached sample), FULLY completed and signed.

FELONY CONVICTION NOTIFICATION – Included in this section the form, FULLY completed and signed.

CONFLICT OF INTEREST QUESTIONNAIRE – Include in this section the form, FULLY completed and signed.

CERTIFICATE OF INTERESTED PARTIES – FORM 1295 – Instruction on page 23

DEVIATION FORM – Include in this section the form, FULLY completed and signed.

WAGE RATE – Include in this section the form.

ECISD AUTHORIZATION FOR W-9/DIRECT DEPOSIT – Include in this section the form, FULLY completed and signed.

BID PROPOSAL FORM

**BID NO. 21-20, BARRIENTES MIDDLE SCHOOL EAST SIDE WINDOW REPLACEMENT
EDINBURG, TEXAS**

MR. AMARO TIJERINA
DIRECTOR OF PURCHASING
EDINBURG CISD
411 N. 8TH AVENUE
EDINBURG, TEXAS 78541

The undersigned, as bidder(s), declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Form of Contract, Notice to Bidders, General Conditions, Special Provisions, Measurement and Basis of Payment, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer/Architect as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit price and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The 5% bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the ten (10) days after its acceptance, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder, it is understood that the Owner reserves the right to reject any or all bids.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

GENERAL

RELATED DOCUMENTS: PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

The Contractor shall, prior to the execution of the Contract, furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the amount of 100% of the Contract Price covering 100% performance and 100% payment, and with such sureties secured through the contractor's usual sources as may be agreeable to the parties.

The Contractor shall deliver the required bonds to the Owner not later than the date of execution of the Contract, or if the work is commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the surety to affix hereto a certificate and current copy of his Power of Attorney.

Any Payment and Performance Bond furnished pursuant to the provisions of Art. 5160, Vernon's Texas Civil Statutes, connected with this project, shall be furnished by a corporate surety or corporate or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code, that has stated capital and surplus (as reported by it to the Texas Insurance Commission in its most recent report) that is in excess of ten times the stated amount of the Payment Bond or the Performance Bond. Provided however, that if any Payment Bond or any Performance Bond is in an amount in excess to ten percent (10%) of the surety company's capital and surplus (as reported to the Texas Insurance Commission in its most recent report), as a condition to accepting the bond, the Owner must receive written certification and information, satisfactory in form and substance to the Owner, that the surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus, with one or more reinsurers who are duly authorized, accredited or trustees to do business in the State of Texas. For the purpose of this requirement, any amount reinsured by any reinsurer may not exceed ten percent (10%) of the reinsurer's capital and surplus (as reported to the Texas Insurance Commission by the reinsurer in its most recent report). In the event there is one or more reinsurer, the surety company must provide all necessary information and certification related to the current financial condition of the surety company and any and all reinsurers required by the Owner, together with copies of all reinsurance contracts with the surety company, before any such Payment Bond and Performance Bond is eligible to be considered acceptable by the Owner.

ALL CONTRACTORS SHALL SUBMIT THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE CORPORATED SURETIES PROVIDING THE PAYMENT BOND AND PERFORMANCE BOND AND THE LOCAL AGENT.

**ORIGINAL BID PROPOSAL FORM MUST BE SUBMITTED ALONG WITH THE BID AND
CONTRACT DOCUMENTS BOOKLET**

BIDDERS BOND in the amount of \$_____, (5%) of the greatest amount bid in compliance with the INSTRUCTION TO BIDDERS.

The above Cashier's Check or Bidder's Bond is to become the property of the OWNER, in the event the construction contract (when offered by the Owner) and bonds are not executed within the time set forth.

IMPORTANT NOTE:

For information regarding the method UNIT ITEMS are to be MEASURED AND PAID, please refer to the "MEASUREMENT AND BASIS OF PAYMENT" Section attached and made part of this Proposal.

Item No.	Estimated Quantity	Unit	Item Description	Unit Price	Total
1.	2	EACH	2103-1703A-630 PRECISION		
2.	2	EACH	2102-1702-630 PRECISION		
3.	2	EACH	KR822-AL PRECISION MULLION		
4.	4	EACH	HD8056-DC-PC-SNDTPK-589 BEST DOOR CLOSER HEAVY DUTY		
5.	4	EACH	SCHLAGE 20-02 RIM CLYINDER C-KEYWAY CLASSIC 6 PIN		
6.	1	EACH	METAL FRAME Refer to drawings/specs		
7.	1	EACH	GLASS Refer to drawings/specs		
8.	1	EACH	HALLOW METAL DOORS Refer to drawings/specs		

GRAND TOTAL PROPOSAL IMPROVEMENTS: (Items 1-____): \$_____

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The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within 10 days after "NOTICE TO PROCEED" is issued, and to complete all the work in the Contract within **60 Calendar Days**.

The undersigned bidder acknowledges the receipt of the following addenda:

ADDENDUM NO.	DATE	BY
ADDENDUM NO. 1		
ADDENDUM NO. 2		
ADDENDUM NO. 3		
ADDENDUM NO. 4		

Date: _____

By: _____
(Signature)

(Type or Print Name)

(Title)

(Company)

(Address)

(City, State, Zip)

(Phone Number)

(Fax Number)

(Seal – if Bidder is a Corporation)

FORM A

Edinburg Consolidated Independent School District

1. GENERAL INFORMATION

DATE: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____

2. CONTACT PERSON:

(Limited to two person per firm/application)

NAME: _____

TITLE: _____

TELEPHONE: _____

INTERNET ADDRESS: _____

NAME: _____

TITLE: _____

TELEPHONE: _____

INTERNET ADDRESS: _____

3. TYPE OF ORGANIZATION:

a. _____ Sole proprietorship (individual)

b. _____ Partnership

c. _____ Professional Corporation

d. _____ Corporation

e. _____ Joint venture

f. _____ Other _____

4. FIRM BACKGROUND AND STAFF

Year present firm established _____

Name of parent company, if any _____

Address _____

Year parent firm established _____

Former company name(s), if any, and year(s) established

Name _____ Year _____

_____ Year _____

_____ Year _____

Number of employees in firm _____

Total employees in firm (all office locations) _____

5. EXPERIENCE PROFILE**PROFILE OF FIRM'S PROJECT EXPERIENCE FOR LAST FIVE YEARS**List the total number of projects for the last five years.

	Project Type	New Construction	Renovation/Addition
A.	High Schools		
B.	Middle Schools		
C.	Elementary Schools		
D.	Athletic Facilities/Stadium Parking Lots		

6. CURRENT CLIENTS AND PROJECTS

Please list three of your current clients whose projects reflect the scope of your present workload.

A. Project _____

Client _____

Contact person/title _____

Phone number _____

Services provided _____

B. Project _____
Client _____
Contact person/title _____
Phone number _____
Services provided _____

C. Project _____
Client _____
Contact person/title _____
Phone number _____
Services provided _____

7. APPLICATION SIGNATURE

The information provided on this application I believe to be true and representative of the firm for which it is submitted

Signature of firm's contact person

Date

STANDARD TERMS & CONDITIONS

(REVISED SEPTEMBER 2018)

PLEASE READ THE FOLLOWING CAREFULLY, AND RETURN THE SIGNATURE PAGE WITH YOUR BID OR PROPOSAL.

The following terms and conditions are requirements that are binding upon the vendor awarded the bid and they communicate the Edinburg School District's expectations in regard to the bidder's performance in connection with the district's purchase.

1. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:
 - a. Seller's name and address;
 - b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
 - c. Container number and total number of containers, e.g. box 1 of 4 boxes; and the number of the container bearing the packing slip.
 - d. Seller shall bear cost of packaging unless otherwise provided.
 - e. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
 - f. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **Shipment under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in bid:
5. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
7. **Invoices:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. Mail to:

Edinburg Consolidated Independent School District
Attn.: Accounts Payable Department
Drawer 990
Edinburg, Texas 78540-0990
8. **Payments:** The payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in your remittance addresses.
9. **Taxes:** Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.
10. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
11. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
12. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer 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.

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13. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.
14. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 15 working days, correction made by Buyer will be at Seller's expense.
15. **No Warranty by Buyer against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
16. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.
17. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
18. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
19. **Force Majeure:** If by reason of Force Majeure, either party hereto 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; land sinkage; lighting; 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.
20. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
21. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
22. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
23. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
24. **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
25. **Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

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26. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
27. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
28. **Prohibition Against Personal Interest in Contracts:** Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code. Chapter 171.
29. **Penalties for Non-Performance:** If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the Edinburg Consolidated Independent School District reserves the right to:
- Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
 - Deduct such charges from existing invoice totals due at the time, or
 - Cancel the contract within thirty (30) days written notification of intent
30. **Right to Investigate:**
- Capacity
 - Financial Information
 - Business Records (Federally Funded Contracts)
31. **Bidder Qualification:** Bidders not on the District's bid list, may be required to prove their qualifications concerning the following criteria:
- Financial capabilities
 - Bonding status
 - Contractual history (references)
 - Ability to fulfill and abide by the terms and specifications
 - Quality and stability of product and sources
32. **District Bid Forms:** Bid proposal not submitted on District's bid forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.
33. **Addendums:** It will be the Vendors responsibility to check the Purchasing website periodically for any and all addendums. It is also at the Districts discretion to fax or email addendums as deemed necessary.
34. **Delinquent School Taxes:** The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.
- _____ I am not a delinquent taxpayer to the Edinburg CISD.
- _____ I am a delinquent taxpayer to Edinburg ISD (your bid may be disqualified if your debt is not cleared prior to award.)
35. **"OR EQUAL" Products:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal", if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The District reserves the right to waive any or all technicalities, and shall be the sole judge in determining equality, technicalities and formalities. Bidders offering substitute items must indicate manufacturer's name and model number.
36. **Deviation(s)** – Any deviation(s) to the specification(s) shall be listed on a separate sheet(s) of paper and attached to the bid response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s). It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
37. **Right to award:** The District reserves the right to award the bid in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.
38. **Right to increase or decrease quantities:** The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Bidder's proposal will be adjusted in accordance with the unit price quoted therein.
39. **Renewal Option for Term Contracts:** There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all bid prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.

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40. **Warranty & Guarantees:** Except as otherwise specified, the bidder warrants and guarantees all work against defects in materials, equipment or workmanship for one (1) year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the bidder shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period.
41. **Evaluation Factors:** The bid award shall be based on the following evaluation factors:
- the purchase price;
 - the reputation of the vendor and of the vendor's goods or services;
 - the quality of the vendor's goods or services;
 - the extent to which the goods or services meet the district's needs;
 - the vendor's past relationship with the district;
 - the total long-term cost to the district to acquire the vendor's goods or services
42. **Non-Collusive Bidding Certification:** By submission of this bid or proposal, the bidder certifies that:
- This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
 - This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
 - No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
 - The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.
43. **EEOC Non-Discrimination Statement:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.
44. **Conflict of Interest Disclosure:** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Edinburg CISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001 (1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.
45. **Certificate of Interested Parties:** All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor. All Vendors being recommended to the Board of Trustees for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be submitted as a required form for this solicitation. There is no charge for this TEC online process.
- Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line “New Form 1295 Certificate of Interested Parties Electronic Filing Application” site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The TEC website includes Question/Answers and Video instructions.
46. **Declaration of Business Location – Texas Education Code 44.031 (b)(8).** By signing below, Contractor certified the Contractor's or the Contractor's ultimate parent company or majority owner:
- ____ A. Has its principal place of business in the State of Texas; OR ____ B. Employs at least 500 persons in the State of Texas
- ____ C. Principal Place of business is not in the State of Texas: _____ (City, State)
47. **Owner(s) Name of Business:** By signing below, Contractor certified the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A.)
- _____

48. **Texas Historically Underutilized Business (HUB) - Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm:** Contractor certified the Bidder's company is HUB certified with the State of Texas.
- ____ I am an Active certified HUB vendor. HUB expiration date: _____
- ____ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
- ____ I am neither.
49. **Criminal History Record Information Review of Certain Contract Employees:** By signing below, the Contractor agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Contractor, if awarded a contract, shall obtain criminal history record information through the

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criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

_____ None of my employees and any of the subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

_____ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in 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 Procedures; or (c) an equivalent offense under federal law or the laws of another state. IF AVAILABLE, ATTACH A COPY OF YOUR FAST PASS RECEIPT.
2. If you received information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

50. **Contract Provisions for contracts under Federal Awards:** By submission of this bid, Contractor agrees to comply with the following provisions.

- 50.1 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C.1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 50.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
- 50.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 50.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$12,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Finance and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (20 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must repair all suspected or reported violation to the Federal awarding agency.
- 50.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no

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laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 50.6 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 50.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 50.8 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 50.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.
- 50.10 A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
51. Debarment and Suspension (Executive Orders 12549 and 12689): By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.
52. Vendor must comply with H.B. No. 89 Chapter 2270. Prohibition on Contracts with Companies Boycotting Israel.

I, the undersigned authorize agent for the company named below, certify that the information concerning Section 1-52 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-52 listed above.

Print/Type Signature Name

Official Title

Authorized Signature

Date

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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 the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or 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 Notice Is Not Required of a Publicly-Held Corporation

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

Vendor's Name

Authorized Company Official's Name (Printed)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official

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

Names of Felon(s)

Details of Conviction(s)

Signature of Company Official

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**This questionnaire reflects changes made to the law by the H.B. 1491 80th Leg., Regular Session.

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).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attached additional pages to this form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income,

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

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

CERTIFICATION OF INTERESTED PARTIES – FORM 1295

Definitions and Instructions for Completing Form 1295

Edinburg Consolidated Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Edinburg CISD from entering into a contract resulting from a Bid, CSP, RFP, RFQ, Inter-local Cooperative Quote with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edinburg CISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

As a “business entity,” vendors must electronically complete, print, manually fill out Unsworn Declaration portion and sign. Once form is completed, submit with your proposals or contracts even if no interested parties exist.

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- Proposers must use the filing application on the Texas Ethics Commission's website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity.
- The completed Form 1295 with the certification of filing must be filed with Edinburg Consolidated Independent School District by including a copy of the completed form with the proposal response.
- Edinburg CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract.
- After Edinburg CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Edinburg CISD.

Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm,
3. Register and complete Form 1295 online - include the bid/proposal # and the contract/(Bid,CSP,RFQ,RFP name,
4. Print a copy of the submitted Form 1295 and sign - it will have a certification # in the top right corner,
5. Include a copy of the completed, signed Form 1295 with the proposal response.

Definitions:

- **Interested Party:** a person who:
 - 1) has controlling interest in a business entity with whom Edinburg CISD contracts; or
 - 2) actively participates in facilitating a contract or negotiating the terms of a contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
 - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
 - 1) receives compensation from the business entity for the person's participation;
 - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - 3) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

Resources:

Form 1295 Frequently Asked Questions:

- https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

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A person or business entity entering into a contract and/or agreement with ECISD is required by the new Government Code Statute 2252.908, to complete Form 1295 "Certificate of Interested Parties". This form must be submitted online at http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, Unsworn Declaration must be manually filled out and signed. Submit form along with this solicitation documents. IF Form 1295 is not submitted along with this solicitation documents, your response may be considered "non-responsive" and may be disqualified.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																					
		1 of 1																					
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																					
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Vendor Name		CERTIFICATION OF FILING Certificate Number:																					
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Edinburg CISD		Date Filed:																					
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. Use District's Proposal # & Proposal Title located on cover page of solicitation		Date Acknowledged:																					
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; padding: 2px;">Controlling</th> <th style="width: 50%; padding: 2px;">Intermediary</th> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>	Controlling	Intermediary																		
Controlling	Intermediary																						
5 Check only if there is NO Interested Party. <input type="checkbox"/>																							
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____, _____, _____, _____, _____. <div style="display: flex; justify-content: space-between; font-size: small;"> (street) (city) (state) (zip code) (country) </div> I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="display: flex; justify-content: flex-end; font-size: small;"> (month) (year) </div> <div style="text-align: center; margin-top: 20px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																							

WAGE RATE**GENERAL****1.1 PREVAILING WAGE RATE DETERMINATION INFORMATION**

- A. The following information is from Chapter 2258 Texas Government Code:
1. 2258.021 Right to be Paid Prevailing Wage Rates
 - a. A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - 1). Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - 2). Not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
 - b. Subsection (a) does not apply to maintenance work.
 - c. A worker is employed on a public work for the purposes of this section if the worker is employed by a subdivision of the state.
 2. 2.2258.023 Prevailing Wage Rates to be {aid by Contractor and Subcontractor; penalty
 - a. The Contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
 - b. A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
 - c. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
 - d. The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
 - e. A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.
 3. 2258.051 Duty of Public Body to Hear Complaints and Withhold Payment
 - a. A public body awarding a contract, and an agent or officer of the public body, shall:
 - 1). Take organization to complaints of all violations of this chapter committed in the execution of the contract of the contract; and
 - 2). Withhold money forfeited or the contact to be withheld under this Chapter from the payments to the contractor under the contract; except that the public body may not withhold money from other than the final payment without determination by the public body that there is good cause to believe that the contractor has violated this chapter.

1.2 PREVAILING WAGE RATES

- A. Comply with the requirements of the Vernon's civil statues of the State of Texas, Annotated, revised 1995, Article 5159.
- B. In no case shall any laborer, workman or mechanic employed by the General Contractor or any Subcontractor, for the execution of the project, be paid less than the current federal minimum wage.
- C. Work Classification Definition: See Texas Government Code

Edinburg Consolidated Independent School District

Texas Building Construction Trades
Prevailing Wage Rates Determination
4/26/2016

Code	Worker Classification	Prevailing Wage Rate
A-001	Carpenter	12.71
A-002	Floor Installer	12.63
A-003	Concrete Finisher	11.10
A-004	Datacom/Telecom	13.17
A-005	Drywall/Ceiling Installer/Insulator	10.45
A-006	Electrician (Journeyman)	15.67
A-007	Electrician (Apprentice)	10.65
A-008	HVAC Mechanic	16.42
A-009	HVAC Mechanic (Helper)	11.80
A-010	Glazier	10.60
A-011	Heavy Equipment Operator	12.75
A-012	Piping/Ductwork Insulator	11.61
A-013	Iron Worker	10.63
A-014	Laborer	8.98
A-015	Lather/Plasterer	11.00
A-016	Light Equipment Operator	10.95
A-017	Mason/Bricklayer	12.25
A-018	Pipefitter (Inc. Fire Protection)	15.21
A-019	Plumber (Journeyman/Master)	15.61
A-020	Plumber (Apprentice/Helper)	11.86
A-021	Roofer	10.25
A-022	Sheetmetal Worker	11.77
A-023	Tile Setter	15.38
A-024	Waterproof	10.38
A-025	Painter (Brush, Roller, and Sprayer)	13.17
A-026	Mill Work	10.50

Edinburg Consolidated Independent School District Substitute W-9 & Direct Deposit Authorization Form

Complete form if: 1. You are a U.S. entity (including a resident alien) 2. You are a vendor that provides goods or services to ECISD; AND 3. You will receive payment from the Edinburg Consolidated ISD	New Request <input type="checkbox"/>	Update – Select from the following: Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Vendor Order Address <input type="checkbox"/> Direct Deposit <input type="checkbox"/> Contact Information <input type="checkbox"/> Vendor Payment Address <input type="checkbox"/>
Individual/Company/Entity Legal Name (Must match TIN below): _____		DBA Name (IF Applicable): _____
Taxpayer Identification Number (TIN) _____ - _____		OR
Federal Tax ID Number (FID) _____ - _____		SSN – Individual/Sole Proprietor _____ - _____
Vendor Contact Information:		
Name: _____	Title: _____	Phone: _____ Fax: _____
Vendor Type – Select only one of the following boxes:		
<input type="checkbox"/> Individual/Sole Proprietorship <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other: Explain _____		
<input type="checkbox"/> Limited Liability Company (LLC). Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____		
<input type="checkbox"/> Exempt payee code (if any) _____ <input type="checkbox"/> Exemption from FATCA reporting code (if any) _____		
Order Address:		Payment Remittance Address:
Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____		<input type="checkbox"/> Check if Order Address is same as Payment Address Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____
Banking Information:		
In an effort to process your payment faster, we request that you complete the ACH enrollment section below. All fields must be completed for direct deposit setup. Attach a voided check or letter from your financial institution.		
Account Type: Checking <input type="checkbox"/> Savings <input type="checkbox"/>	Email for Direct Deposit Notification: _____	
Bank Name: _____	ABA Routing Number: _____	
Bank Address: _____	Account Number: _____	
City: _____ State: _____ Zip Code: _____	Phone: _____ Fax: _____	
W-9 Certification		Direct Deposit Authorization and Agreement
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND 3. I am a U.S. citizen or other U.S. person. Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions, to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.		I authorize Edinburg Consolidated Independent School District (ECISD) to initiate direct deposit of funds to the account and financial institution indicated above, and to recover funds deposited in error in necessary, in compliance with Texas and U.S. Law, and the Automatic Clearing House (ACH) rules. I understand that: 1. It is my responsibility to provide accurate and current banking information. Notification of direct deposits will be by e-mail; and it is my responsibility to provide a valid e-mail address. 2. It is my responsibility to verify payment has been credited to my account, and that ECISD assumes no liability for overdrafts for any reasons. 3. This authorization will remain in effect until: (a) a written request is received from a vendor officer to change or terminate direct deposit agreement; (b) notification is sent by my bank that the account is no longer valid.
Signature: _____ Date: _____		Signature: _____ Date: _____
Print Name/Title: _____		Print Name/Title: _____
Send completed form to: ECISD requestor or: Mail to: Edinburg Consolidated Independent School District, ATTN: Accounts Payable, PO Box 990, Edinburg, TX 78540 OR; E-mail: ECISDInvoice@ecisd.us , OR; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074		
Finance Office Use Only: Updated Record on:		Updated by:
		Bank Code:
		Vendor #:

TAX EXEMPT ORGANIZATION

CERTIFICATE PART 1 – GENERAL

1.1 DEFINITION

- A. This Contract is to be performed for an exempt organization as defined by Title 2; Subtitle E; Chapter 150 of the Texas Limited Sales, Excise and Use Tax Act and Section 151.311 of the State Statutes. The Owner will furnish the Contractor proof or Certificate of Exemption upon award of contract.
- B. Proposer shall not include sales tax in their Proposal.



EDINBURG CONSOLIDATED SCHOOL DISTRICT
1305 E. SCHUNIOR
EDINBURG, TEXAS 78540
PHONE: (956) 380-8920
FAX: (956) 316-7265

EDINBURG

NEW CAFETERIA WINDOWS - EAST WALL
FOR
BARRIENTES MIDDLE SCHOOL
FOR
EDINBURG C.I.S.D.

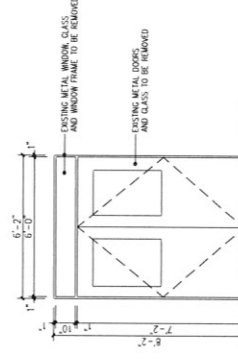
TEXAS

PROJECT No. _____
ISSUE DATE: 09.19.2020
REVISIONS: _____
SHEET No. **D1.1**
SHEET NAME: **EXISTING DOORS & GLASS WINDOWS**

2

DEMOLITION - EXISTING SOUTH DOORS

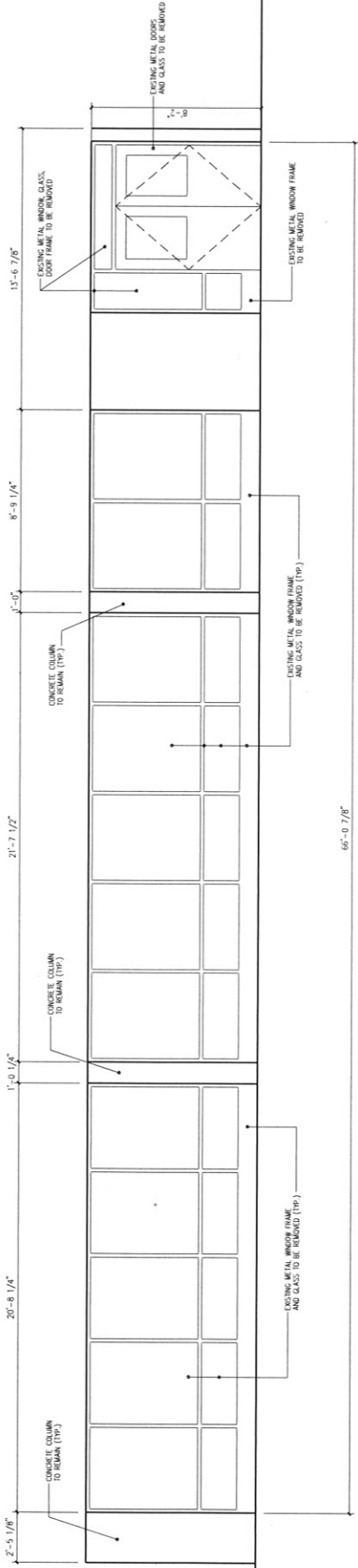
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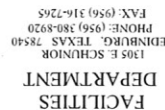


1

DEMOLITION - EXISTING EAST WINDOW ELEVATION

SCALE: 3/16"=1'-0"





NEW CAFETERIA WINDOWS - EAST WALL
FOR
BARRIENTES MIDDLE SCHOOL
FOR
EDINBURG C.I.S.D.

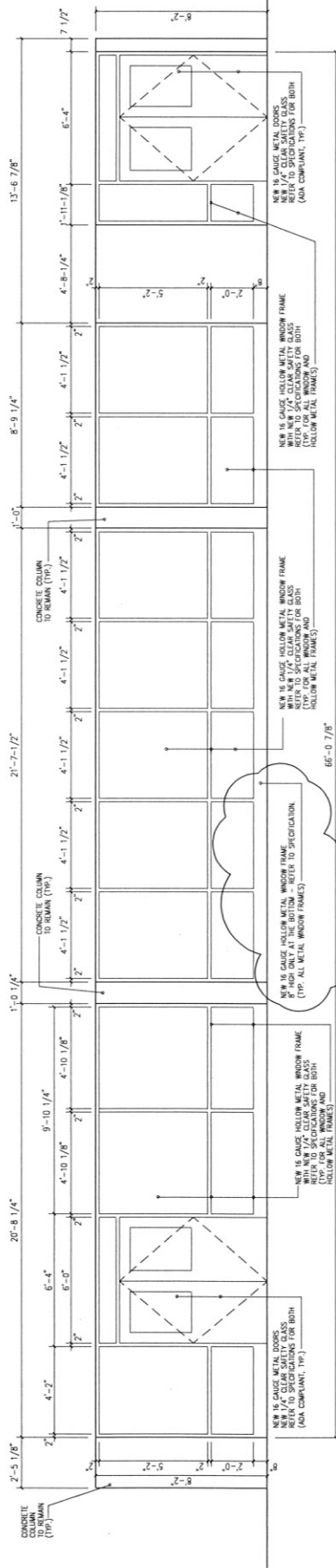
PROJECT NAME: NEW GLASS WINDOWS & DOORS

PROJECT No. A1.2 R

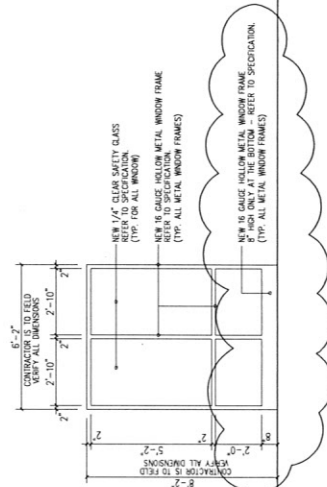
PROJECT No. _____

SUB DATE: 09.10.2020

REVISIONS: 10-12-2020

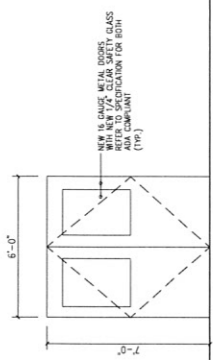


NEW EAST SIDE WINDOW ELEVATION



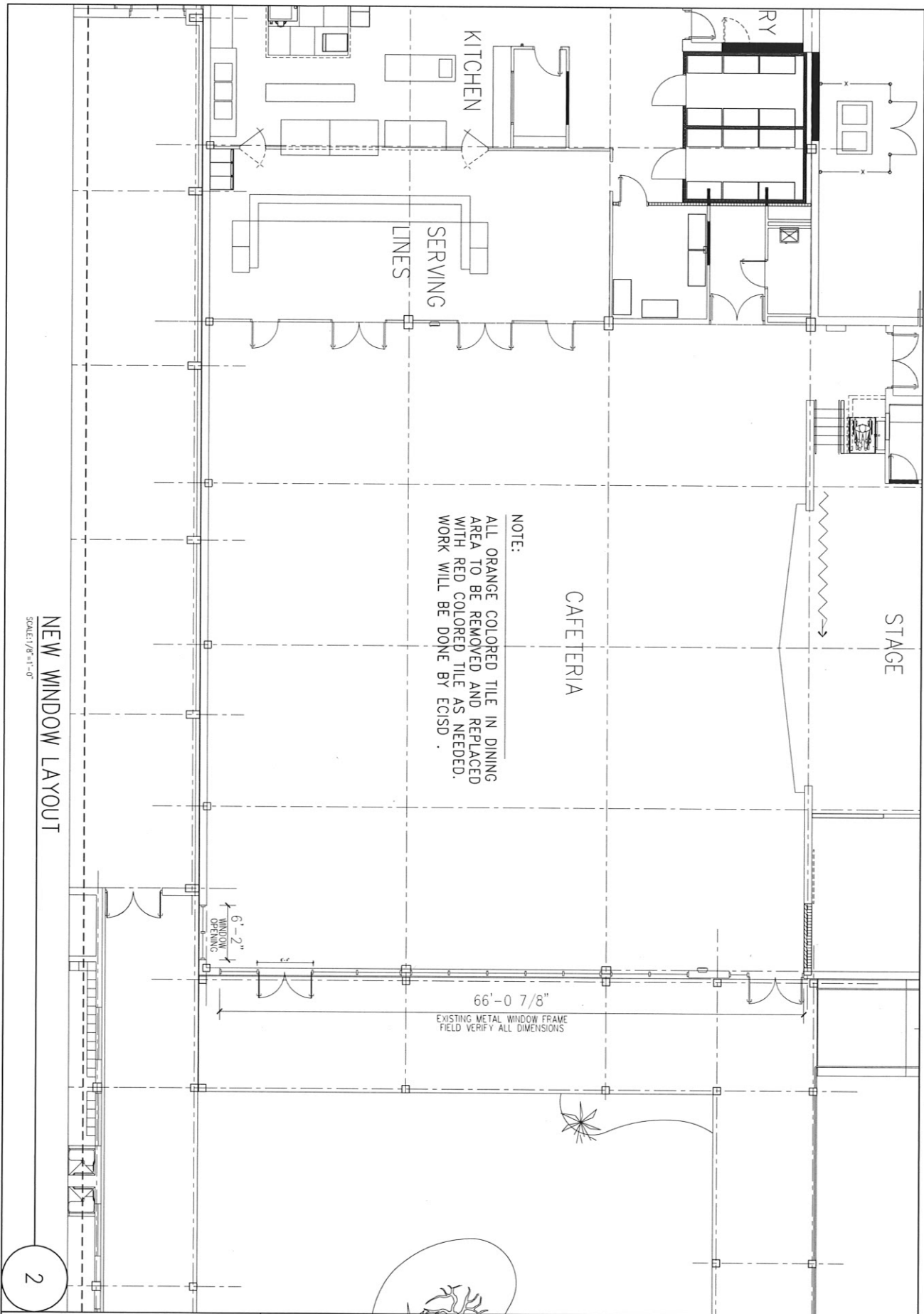
NEW WINDOW—SOUTHEAST CORNER

NOTE:
REFER TO SPECIFICATIONS FOR
ALL DOOR HARDWARE.



NEW DOOR

NOTE:
ANY DEVIATION, NEEDS TO BE
APPROVED BY OWNER.



FACILITIES DEPARTMENT
1305 E. SCHUNIOR
EDINBURG, TEXAS 78540
PHONE: (956) 380-8920
FAX: (956) 316-7265

EDINBURG, TEXAS

**NEW CAFETERIA WINDOWS - EAST WALL
FOR
BARRIENTES MIDDLE SCHOOL
FOR
EDINBURG C.I.S.D.**

PROJECT No.	
ISSUE DATE:	09.10.2020
REVISIONS:	
SHEET No.	A1.1
SHEET NAME:	NEW WINDOW LAYOUT



PERFORMANCE DATA REPORT

GLASS UNLIMITED

GLASS CONFIGURATION

Exterior Lite 6.0mm (1/4") Clear

VISIBLE LIGHT

Transmittance (LT) 88%

Reflectance - Out (LR) 8%

Reflectance - In 8%

SOLAR ENERGY

Transmittance 80%

Reflectance - Out (ER) 7%

UV LIGHT

Transmittance 66%

Damage Weighted Index - (ISO) 0.82

U-VALUES

Winter U-Factor 1.02

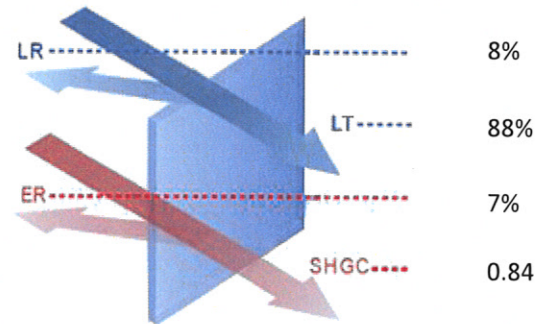
OTHER VALUES

Solar Heat Gain Coefficient (SHGC) 0.84

Shading Coefficient 0.96

Light-to-Solar Gain Ratio (LSG) 1.05

Relative Heat Gain - BTU/Hr/Sq. Ft. 206



Performance values presented are center of glass based on representative production samples and product modeling using LBNL Optic 6 and Window 7.3 software programs utilizing NFRC 100 Environmental Design Considerations. Actual values may differ due to variations in the manufacturing process.

Thermal stresses or building codes may require the use of heat-treated glass. This document is not an evaluation of the risk of glass breakage from thermal stresses.

Not all coatings are recommended for all glass surfaces. Please contact AGC Technical Services at 1-800-251-0441 for assistance, or email us at info@us.agc.com. Please refer to the AGC General Terms and Conditions & Limited Warranty at us.agc.com for additional product information.

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800-251-0441 | info@us.agc.com | us.agc.com

Created: 09/4/2018

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SECTION 08 11 13 – HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Work under this section comprises of furnishing hollow metal doors and frames, including transom frames, sidelight and window frames with provision for glazed, paneled or louvered openings, fire labeled and non-labeled, as scheduled.
1. Flush Steel Doors.
 2. Temperature Rise Doors.
 3. Embossed Panel Doors.
 4. Full Glass Entrance Doors.
 5. Hurricane Doors.
 6. Steel frames.
 7. Hollow Metal Framing Systems.
- B. Related Sections: Related documents, drawings and general provisions of contract, including General and Supplementary Conditions and Division 1 specification sections apply to this section. The latest published edition of each reference applies.
1. Section 06 10 00 - Rough Carpentry
 2. Section 08 11 19 – Stainless Steel Doors and Frames
 3. Section 08 14 00 - Wood Doors
 4. Section 08 15 00 – Plastic Doors
 5. Section 08 34 00 – Special Function Doors
 6. Section 08 71 00 - Door Hardware
 7. Section 08 80 00 - Glazing
 8. Section 09 90 00 - Painting and Coating
 9. Section 13 49 00 – Radiation Protection
 10. Section 26 05 19 – Low Voltage Electrical Power Conductors and Cables
 11. Section 28 10 00 – Access Control
- C. References: The intent of this document is that all hollow metal and its application will comply or exceed the standards identified below. The latest published edition of each reference applies.
1. ANSI - American National Standards Institute - ansi.org
 2. NFPA - National Fire Protection Association
 - a. NFPA 80 - Standard for Fire Doors and Other Opening Protectives
 - b. NFPA 101 – Life Safety Code
 - c. NFPA 105 – Standard Smoke Door Assemblies and Other Opening Protectives
 - d. NFPA 252 - Standard Method of Fire Tests of Door Assemblies.
 3. DHI - Door and Hardware Institute – Door Security + Safety Professionals
 - a. Installation Guide for Doors and Hardware.
 - b. Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames.
 - c. Recommended Locations for Builders' Hardware for Custom Steel Doors and Frames.
 4. SDI - Steel Door Institute
 - a. SDI-105 – Recommended Erection Instructions for Steel Frames
 - b. SDI-107 – Hardware on Steel Doors (Reinforcement - Application)
 - c. SDI-111 - Recommended Details for Standard Steel Doors, Frames, Accessories, and Related Components
 - d. SDI-117 - Manufacturing Tolerances Standard Steel Doors and Frames
 - e. SDI-118 – Basic Fire Door Requirements
 - f. SDI A250.3 Test Procedure and Acceptance Criteria for Factory Applied Finish

- Coatings for Steel Doors and Frames
- g. SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, and Frame Anchors
- h. SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames
- i. SDI A250.8 - SDI-100 Specifications for Standard Steel Doors and Frames
- j. SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames
- k. SDI A250.11 - Recommended Erection Instructions for Steel Frames
- l. SDI A250.13 Testing and Rating of Severe Windstorm Resistant Components for Swinging Door Assemblies
- 5. BHMA - Builders Hardware Manufacturers Association
 - a. BHMA A156.115 - Hardware Preparations in Standard Steel Doors and Frames.
 - b. BHMA A156.7 - Hinge Template Dimensions.
- 6. ASTM - American Society for Testing Materials
 - a. ASTM A568/A568M-19a Standard Specification for Steel, Sheet, Carbon, Structural, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements
 - b. ASTM A879/A879M-12(2017) Standard Specification for Steel Sheet, Zinc Coated by the Electrolytic Process for Applications Requiring Designation of the Coating Mass on Each Surface
 - c. ASTM A653/A653M-19a Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
 - d. ASTM A924/A924M-19 Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process
 - e. ASTM A1008/A1008M-18 Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable
- 7. ICC - International Code Counsel
 - a. ICC A117.1 – Accessible and Usable Building and Facilities.
 - b. ICC 500 Standard for the Design and Construction of Storm Shelters
- 8. UL - Building Materials Directory; Underwriters Laboratories Inc.
 - a. UL 10B - Standard for Neutral Pressure Fire Tests of Door Assemblies
 - b. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies
 - c. UL 1784 – Air Leakage Test of Door Assemblies
 - d. UL 752 – Standard for Bullet-Resisting Equipment
- 9. NAAMM/HMMA – National Association of Architectural Metal Manufacturers/Hollow Metal Manufacturers Association
 - a. NAAMM/HMMA 840 – Guide Specification for Receipt, Storage, and Installation of Hollow Metal Doors and Frames.
- 10. WH - Certification Listings; Warnock Hersey International Inc.
- 11. Federal Emergency Management Agency (FEMA) 361 Guidelines, ICC500 - 2014
- 12. Miami - Dade County test protocols PA 201, PA 202 and PA 203.
- 13. Florida Building Code test protocols TAS 201, TAS 202 and TAS 203.
- 14. Texas Department of Insurance TDI - Complies with TAS 201, TAS 202 and TAS 203, Large Missile Impact.

1.2 SUBSTITUTIONS:

- A. All substitution requests must be submitted within the procedures and time frame as outlined in Division 1, General Requirements. Approval of products is at the discretion of the architect and their consultant

1.3 SUBMITTALS

- A. Submittals to comply with provisions of Division 01, Submittal Procedures.
- B. Product Data: Manufacturer's standard details and catalog data indicating compliance with referenced standards and manufacturer's installation instructions.
- C. Shop Drawings: Provide a schedule of doors and frames using same reference numbers for details and door openings as those on the contract documents. Shop drawings should include the following information to ensure doors and frames are properly prepared and coordinated to receive hardware.
 - 1. Elevations of each door and frame type.
 - 2. Details for door core.
 - 3. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
 - 4. Locations of cutouts for glass and louvers.
 - 5. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 - 6. Mounting locations for hardware.
 - 7. Thickness of reinforcement/preparations for hardware.
 - 8. Details of anchorages, joints, field splices, and connections.
 - 9. Details of accessories.
 - 10. Details of moldings, removable stops, and glazing.
 - 11. Fire ratings.
 - 12. Finish.
- D. LEED Submittals: Provide documentation of how the requirements will be met:
 - 1. Program Based on the U.S. Green Building Council LEED Reference Guide for Green Building Design and Construction Publication for the design, construction and major renovations of commercial and institutional buildings including core and shell and K-12 school projects.
 - 2. Credits MR 4.1 and MR 4.2: Use materials with recycled content such that the sum of the post-consumer recycled content plus one-half of the pre-consumer content constitutes at least 20% total based on cost of the total values of the material in the project.
 - a. Credits:
 - 1) MR 4.1: 1 point -recycled content is at least 10% of the total value of the materials in the entire project.
 - 2) MR 4.2: 1 additional point added to the MR 4.1 point – recycle content is at least 10% (MR 4.1 percentage plus an additional amount to equal a minimum of 20%) of the total value of the materials in the entire project.
 - 3. Credits 5.1 and 5.2: Used building materials and products that are extracted and manufactured within the region, thereby supporting the use of indigenous resources and reducing the environmental impacts resulting from transportation.
 - a. Credits:
 - 1) MR 5.1: 1 point – At least 10% of the materials are extracted, processed and manufactured regionally.
 - 2) MR 5.2: 1 additional point added to the MR 5.1 point – At least 20% (MR 5.1 percentage plus an additional amount to equal a minimum of 20%) of materials are extracted, processed and manufactured regionally.
- E. Samples: 12 by 12 inches (304 mm by 304 mm) cut away sample door with provisions for lockset, hinge and corner section of frame welded and prepped for specified hardware. Sample should be furnished with submittals for Owner approval. After approval return sample to door/frame supplier as confirmation of approved construction.
- F. Closeout Submittals to comply with Division 1, Closeout Submittals procedures.
- G. Furnish copies of manufacturer's warranty information and maintenance instructions.

1.4 QUALITY ASSURANCE

- A. Hollow Metal Distributor is to be a direct account of the manufacturer of the products furnished. In

addition, that distributor must have in their regular employment an Architectural Hardware Consultant (AHC), Certified Door Consultant (CDC), an Architectural Openings Consultant (AOC), a Door & Hardware Consultant (DHC) or equivalent door and hardware industry experience who will be available to consult with the Architect and Contractor regarding any matters affecting the door and frame opening.

- B. Manufacturer Qualifications: Certified Member of the Steel Door Institute in good standing.
- C. Installer: Minimum five years documented experience installing products specified this Section.
- D. Certificates:
 - 1. Manufacturer's certification that products comply with referenced standards.
 - 2. Hollow Metal Manufacturer must provide documentation that they are an SDI Certified Manufacturer.
- E. Fire Rated Doors and Frames: Underwriters' Laboratories, Intertek Testing Services/Warnock Hersey, and Factory Mutual labeled fire doors and frames:
 - 1. Provide labeled fire doors and frames in accordance with Underwriters Laboratories standard UL10C Positive Pressure Fire Tests of Door Assemblies.
 - 2. Construct and install doors and frames to comply with current issue of NFPA 80.
 - 3. Manufacture Underwriters' Laboratories labeled doors and frames in strict compliance to UL procedures, and provide the degree of fire protection, heat transmission and panic loading capability indicated by the opening class.
 - 4. Manufacture Intertek Testing Services /Warnock Hersey labeled doors and frames in strict compliance to ITS/WH procedures and provide the degree of fire protection capability indicated by the opening class.
 - 5. Manufacture Factory Mutual labeled doors and frames in strict compliance to FM procedures, and provide the degree of fire protection, heat transmission and panic loading capability indicated by the opening class.
 - 6. Affix a physical label or approved marking to each fire door and/or fire door frame, at an authorized facility as evidence of compliance with procedures of the labeling agency.
 - 7. Conform to applicable codes for fire ratings. It is the intent of this specification that doors, frames, hardware and their application comply or exceed the standards for labeled openings. In case of conflict between types required for fire protection, furnish type required by NFPA and UL.
 - 8. Provide Temperature Rise Fire Door Assemblies in exit enclosures and exit passageway with maximum transmitted temperature end point rating of not more than 250 degrees F (121 degrees C) above ambient at the end of 30 minutes of the standard fire test exposure.
 - 9. For openings required to be fire rated exceeding limitations of labeled assemblies, submit manufacturer's certification that each door and frame assembly has been constructed to conform to design, materials and construction equivalent to requirements for labeled construction.
- F. Hurricane Doors: Provide door systems complying with -
 - 1. Miami-Dade County Product Control Approval System - Miami-Dade County test protocols PA 201, PA 202, PA 203
 - 2. Florida Building Code (FBC) Approval System requirements of and Florida Building Code test protocols TAS 201, TAS 202 and TAS 203.
 - 3. Texas Department of Insurance (TDI) protocols TAS 201, TAS 202 and TAS 203. Impact Resistance:
 - a. The door assemblies are to satisfy TDI's criteria for protection from windborne debris in the Seaward, Inland I and Inland II zones.
 - b. Assemblies must pass an impact criterion of equivalent to Missile Level D specified in ASTM E 1996.
 - c. Assemblies to be installed at any height on the structure that does not exceed the assembly's design pressure rating.
 - d. Assemblies do not require protection with an impact protective system when installed in areas that require windborne debris protection.

4. Provide test report data validating compliance.
- G. Tornado Doors: Design Door and Frame Systems for Federal Emergency Management Agency (FEMA) community shelters and other areas of refuge to resist the design wind pressures and missile impact loads as detailed in Design and Construction Guidance for Community Safe Rooms - FEMA 361. Door and Frame Systems shall also be listed in compliance with ANSI / ICC 500 - Standard for the Design and Construction of Storm Shelters.
- H. Bullet Resistant Doors are to be manufactured and tested in accordance with UL752.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping

1. The use of non-vented plastic or canvas shelters that can create a humidity chamber shall be avoided to prevent rust or damage.
2. Provide cardboard wrapped or crated product to provide protection during transit and job site storage
3. Should wrappers become wet, remove immediately

B. Delivery and Site Acceptance

1. The supplier shall deliver all materials to the project site; direct factory shipments are not allowed unless agreed upon beforehand. Supplier shall coordinate delivery times and schedules with the contractor.
2. Deliver doors cardboard wrapped or crated to provide protection during transit and job site storage. Provide additional protection to prevent damage to any factory-finished doors. Mark all doors and frames with architects opening numbers as shown on the contract documents and shop drawings on the center hinge preparation location.
3. Upon delivery, check in doors and frames jointly with supplier. Inspect doors and frames upon delivery for damage, correct quantities or shortages. Minor damages may be repaired provided refinished items are equal in all respects to new work and acceptable to the architect. Otherwise, remove and replace damaged goods as directed. Note shortages and replace immediately.

C. Storage and Protection

1. Handle, store and protect products in accordance with the manufacturers printed instructions, ANSI/SDI A250.8 – Specifications for Standard Steel Doors and Frames, A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames, or ANSI/SDI A250.3 - Test Procedure and Acceptance Criteria for Factory Applied Finish Coatings for Steel Doors and Frames and NAAMM/HMMA 840 – Guide Specification for Receipt, Storage, and Installation of Hollow Metal Doors and Frames.
2. Store all materials in a dry area. All hollow metal material shall be stored so that it does not come in contact with water or moisture. Protect units from adverse weather elements.
3. Place units on 4 inch (102 mm) high wood sills to prevent rust and damage.
4. Store doors vertically under a properly vented cover, five units maximum in a stack with a ¼" space between doors to permit air circulation.
5. Store frames in an upright position with heads uppermost under cover.
6. Store assembled frames five units maximum in a stack with 2-inch (51 mm) space between frames to permit air circulation.

1.6 COORDINATION

- A. Coordinate Work with other directly affected sections involving manufacture or fabrication of internal cutouts and reinforcement for door hardware, electric devices and recessed items.
- B. Coordinate Work with frame opening construction, door and hardware installation.
- C. Sequence installation to accommodate required door hardware.
- D. Verify field dimensions for factory assembled frames prior to fabrication.

1.7 WARRANTY

- A. Comply with Division 01 Closeout Submittals
- B. All doors and frames shall be warranted in writing by the manufacturer against defects in materials and workmanship for a period of one (1) year commencing on the date of manufacture.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design - MESKER a dormakaba Brand, Web: <http://meskerdoor.com>
 - 1. Acceptable Manufacturer - Curries an ASSA Abloy Company
 - 2. Acceptable Manufacturer - Steelcraft an Allegion Company
- B. [Substitutions: Not permitted.]
- C. Provide all steel doors and frames from a single SDI certified manufacturer.

2.2 General:

- A. Physical performance: Units shall comply with the 1 million cycles swing test requirement per ANSI A250.4 - Level A.
- B. Finishing:
 - 1. Raw, no primer
 - 2. Prime Gray to meet SDI A250.10
 - 3. Standard Color (on Galv doors and frames only) to meet SDI A250.3
 - 4. Custom Color
- C. Electrical Requirements: Coordinate all electrical requirements for doors and frames. Make provisions for installation of electrical items so that wiring can be readily removed and replaced.
 - 1. Provide cutouts and reinforcements required for metal doors and frames to accept electric components.
 - 2. Frame with Electrical Hinges: Junction box welded over center hinge reinforcing. Top or bottom hinge locations are not permitted.
 - 3. Coordinate with Section 08 71 00 (or Division 28) for electrified hardware items.

2.3 DOORS

- A. General: Construct exterior/interior doors to the following designs and gauges:
 - 1. Exterior Doors: Zinc-Iron Alloy-Coated galvanized steel (A40) (A60) or Zinc-Coated Galvanized steel (G90) that conforms to ASTM A653/A653M:
 - a. Thickness:
 - 1) 18 gauge
 - 2) 16 gauge
 - 3) 14 gauge
 - b. Provide flush top/closed top channel for exterior swing-out doors to eliminate moisture penetration. Galvanized steel top caps are permitted.
 - 2. Interior Doors: Cold-rolled steel, ASTM A 1008/A 1008M:
 - a. Thickness:
 - 1) 20 gauge
 - 2) 18 gauge
 - 3) 16 gauge
 - 4) 14 gauge
 - 3. Interior Doors: Zinc-Iron Alloy-Coated galvanized steel (A40) (A60) or Zinc-Coated Galvanized steel (G90) that conforms to ASTM A653/A653M at all areas where moisture is a concern:

- a. Thickness:
 - 1) 20 gauge
 - 2) 18 gauge
 - 3) 16 gauge
 - 4) 14 gauge
4. Door Thickness: 1-3/4 inches
5. Vertical edge seams: Provide doors with continuous vertical mechanical inter-locking joints at lock and hinge edges. Finish edges as follows:
 - a. Visible Interlocked Edge: Continuous vertical mechanical interlocking joints with visible edge seams.
 - b. Filled Vertical Edges (S): Continuous vertical mechanical interlocking joints with tack welds every 8 inches. Putty or filler applied to the edge seam and ground smooth.
 - c. Welded Vertical Edges (NVS): Continuous vertical weld and pressed smooth with no putty or filler.
6. Bevel hinge and lock door edges 1/8 inch (3 mm) in 2 inches (50 mm). Square edges on hinge and/or lock stiles are acceptable.
7. Reinforce top and bottom of doors with galvanized 16 gauge minimum, welded to both panels.
8. Fire Rating: Supply door units bearing Labels for fire ratings indicated in Door Schedule for the locations indicated.
9. Core Adhesion System – Basis of design - Moisture Cure Polyurethane Hot Melt:
 - a. Adhesives are to cure completely, meaning once set, they cannot be re-melted and will not soften or freeze and lose adhesion.
 - b. Adhesive system will have an enhanced resistance to flame spread in its cured state designed to pass UL 10C, Positive Pressure Fire Tests of Door Assemblies.
 - c. Bonded assemblies will withstand prolonged exposure from -35°F (-37°C) to 200°F (93°C) temperatures without exhibiting any signs of bond failure.
 - d. Cured adhesive film will remain flexible to allow for differences in thermal expansion and contraction of various substrates without sacrificing bond performance.
10. Core Material
 - a. Treadcore Polystyrene (Standard)
 - b. Flatcore Polystyrene
 - c. HDP – High Density Polystyrene (Optional – Standard on NVS Doors)
 - d. Honeycomb
 - e. Urethane
 - f. Mineral Fiberboard (UL Temp Rise)
 - g. Steel Stiffened Core with Mineral Wool (Mesker ST Series)
 - 1) Vertical stiffeners, hat-shaped or Z-shaped, minimum 20 gauge steel, spaced 6 inches apart and affixed to inside of face sheets 6 inches on center; polystyrene or mineral wool insulation between stiffeners.
11. Lead Lining – At lead lined doors:
 - a. Provide 2# (1/32" thick) lead lining.
 - b. Provide 4# (1/16" thick) lead lining.
 - c. Consult factory for thicker lead lining availability.
 - d. Lead placement – Verify with Factory
12. Glass moldings and stops:
 - a. Fabricate from 18 gauge minimum steel:
 - b. Install trim into the door as a four-sided welded assembly with mitered, reinforced and welded corners.
 - c. Trim: identical on both sides of the door.
 - d. Labeled and non-labeled doors: use the same trim to match esthetics.

- e. Channeling requirements:
 - 1) Cutouts larger than 36" in height require 18 gauge perimeter channelings in the cutout of the door prior to installation of the lite kit or louver.
- 13. Hardware Reinforcements:
 - a. Doors shall be mortised and adequately reinforced per the manufacturers guidelines for all hardware. Required mortise hardware reinforcements shall be drilled and tapped at the factory. Surface applied hardware shall be field drilled by hardware installer.
 - b. Hinge reinforcements for full mortise hinges: minimum 7 gauge with an extra long, high frequency top hinge reinforcement as a standard feature.
 - c. Lock reinforcements: minimum 16 gauge.
 - d. Closer reinforcements: minimum 14 gauge steel.
 - e. Projection welded hinge and lock reinforcements to the edge of the door.
 - f. Provided adequate reinforcements for other hardware as required.
- B. Full Flush Doors:
 - 1. Basis of Design: Mesker N Series.
- C. Temperature Rise Doors:
 - 1. Basis of Design: Mesker NF-Series Doors.
 - 2. Mineral Fiber Core: Full 1-3/4 inches (45 mm) mineral fiber core material designed to comply with the 250 degrees F (121 degrees C) maximum temperature rise rating.
- D. Embossed Panel Doors:
 - 1. Basis of Design: Mesker EP-Series,
 - a. SP-Series – 6 Panel
 - b. P1-Series – 1 Panel
 - c. P2S-Series – 2 Panel Square
 - d. P2A-Series – 2 Panel Arch
 - e. P2B-Series – 2 Panel Bottom
 - f. P4-Series – 4 Panel
 - g. SPW-Series: Six panel embossed design doors.
 - h. NW-Series: Full flush design doors
 - 2. Simulated Woodgrain Embossed Doors: Galvannealed A40 minimum
 - a. Wood grain embossment; minimum 0.005 inch (0.012mm) deep. Applied grain pattern or material is not acceptable.
 - b. Finish: Doors to be supplied as raw unprimed galvannealed steel to be field finished by others.
- E. Hurricane Doors: Design to resist the cyclic pressures, static pressures and missile impact loads as detailed in the Miami-Dade County Product Control Approval System of the Florida Building Code Approval System and meets the requirements of Miami-Dade County test protocols PA 201, PA 202, PA 203 and Florida Building Code test protocols TAS 201, TAS 202 and TAS 203.
- F. Tornado Doors: Design Door and Frame Systems for Federal Emergency Management Agency (FEMA) community shelters and other areas of refuge to resist the design wind pressures and missile impact loads as detailed in Design and Construction Guidance for Community Safe Rooms - FEMA 361. Door and Frame Systems shall also be listed in compliance with ANSI / ICC 500 – 2014 Standard for the Design and Construction of Storm Shelters.

2.4 DOOR FRAMES

- A. General: Construct exterior/interior metal door frames to the following designs and gauges;
 - 1. Exterior Frames: Zinc-Iron Alloy-Coated galvannealed steel (A40) (A60) or Zinc-Coated Galvanized steel (G90) that conforms to ASTM A 653/A653M:

- a. Thickness:
 - 1) 16 gauge.
 - 2) 14 gauge.
 - 3) 12 gauge.
 2. Interior Frames in Masonry: Zinc-Iron Alloy-Coated galvanized steel (A40) (A60) or Zinc-Coated Galvanized steel (G90) that conforms to ASTM A 653/A653M:
 - a. Thickness:
 - 1) 16 gauge.
 - 2) 14 gauge.
 3. Interior Frames in stud wall construction: cold rolled steel, ASTM A 1008/A 1008M.
 - a. Thickness:
 - 1) 16 gauge.
 - 2) 14 gauge.
 4. Interior KD Drywall Frames (Slip-On construction): cold rolled steel, ASTM A 1008/A 1008M.
 - a. Thickness:
 - 1) 16 gauge.
 - 2) 14 gauge.
 5. Lead Lining – At lead lined frames:
 - a. Provide lead line clips only at frames for lead by others.
 - b. Provide 2# (1/32" thick) lead lining.
 - c. Provide 4# (1/16" thick) lead lining.
 - d. Consult factory for thicker lead lining availability.
- B. Flush Steel Frames:
1. Basis of Design: Mesker F-Series.
 2. Profile:
 - a. Face:
 - 1) 2 Inches face dimension and types and throat dimensions indicated on the Door Schedule.
 - 2) Custom special face dimension and types and throat dimensions indicated on the Door Schedule.
 - b. Stops:
 - 1) Standard 5/8-inch-high stops
 - 2) Kerf style stops: 5/8-inch-high stops w/ 1/8-inch kerf slot positioned in the side of the stop.
 - 3) Thermal break w/ kerf stops: 5/8 inch-high stops. Steel used to make the stop on the frame will connect to the steel on the rabbet through a material that allows for a thermal break. A kerf slot for gasketing to be built into the thermal break.
 3. Provide reinforcements and accessories for specified hardware per SDI 250.6.
 4. Anchors: Locate adjustable anchors in each jamb 6 inches from the top of the door opening to hold frame in rigid alignment.
 - a. Exposed fastener type; recessed hole at base of jamb for countersunk fastener installation.
 - b. Snap in base anchors
 - c. Strap anchors welded to frame
 5. Fire Rating: Supply frame units bearing Labels for fire ratings indicated in Door Schedule for the locations indicated.
- C. Steel Frames for Drywall:

1. Basis of Design: Mesker FDJ-Series.
2. Profile:
 - a. Face:
 - 1) 2 Inches face dimension and types and throat dimensions indicated on the Door Schedule.
 - 2) Custom special face dimension and types and throat dimensions indicated on the Door Schedule.
 - b. Stops:
 - 1) Standard 5/8-inch-high stops
 - 2) Kerf style stops: 5/8-inch-high stops w/ 1/8-inch kerf slot positioned in the side of the stop.
3. Provide reinforcements and accessories for specified hardware per SDI 250.6.
4. Anchors: Locate adjustable anchors in each jamb 6 inches from the top of the door opening to hold frame in rigid alignment.
 - a. Exposed fastener type; recessed hole at base of jamb for countersunk fastener installation.
 - b. Snap in base anchors
 - c. Strap anchors welded to frame
5. Fire Rating: Supply frame units bearing Labels for fire ratings indicated in Door Schedule for the locations indicated.

2.5 HOLLOW METAL FRAMING SYSTEMS

A. Hollow Metal Framing Systems:

1. Basis of Design: Mesker S-Series, M-Series.
2. Components: Construct architectural stick frame assemblies of standard frame components, fabricated as specified.
 - a. Exterior Frame Material: Zinc-Iron Alloy-Coated galvanized steel (A40) (A60) or Zinc-Coated Galvanized steel (G90) that conforms to ASTM A 653/A653M, 14 gauge galvanized steel.
 - b. Interior Frames in Masonry: Zinc-Iron Alloy-Coated galvanized steel (A40) (A60) or Zinc-Coated Galvanized steel (G90) that conforms to ASTM A 653/A653M, 16 gauge galvanized steel.
 - c. Interior Frames in stud wall construction: 16 gauge cold rolled steel, ASTM A 1008/A 1008M steel.
 - d. Include galvanized components and internal reinforcements with galvanized frames.
3. Frame component requirements:
 - a. Prepare required sticks at door openings and frame assemblies for hardware as specified in Section 087100.
 - b. Fabricate frame assemblies from three basic components:
 - 1) Open Sections (perimeter members) identical in configuration to standard frames.
 - 2) Closed sections (intermediate members) with identical jamb depth, face dimensions, and stops as open sections.
 - 3) Sill sections: To be flush with both faces of adjacent vertical members. Cut individual components to length and notched to assure square joints and corners.
 - c. Externally welded face joints at meeting mullions or between mullions and other frame members on the face surfaces only. Grind and finish face joints smooth.
 - d. Fabricate frame assemblies for shipment to the jobsite completely welded.
 - 1) Field joints permissible only when the size of the total assembly exceeds

- shipping limitations.
- 2) Fabricate oversized frames in sections designated for splicing in the field.
- e. Pierced and dimpled glazing beads for use with manufacturers' standard fasteners.
- f. Provide necessary anchors for jambs, heads, and sills of assemblies.
- g. Verify field dimensions as required. Do not begin fabrication until these dimensions have been verified and approved.
- 4. Accessories:
 - a. Glazing Bead: Formed steel sheet; screw-attached.
 - b. Steel Panels:
 - 1) 1/2-inch – 1 inch thick and manufactured from 18 gauge or 16 gauge thick non-galvannealed or galvannealed steel faces with a polystyrene core.
 - 2) 1-3/4 inches thick and manufactured from 18 gauge or 16 gauge thick non-galvannealed or galvannealed steel faces with a steel stiffened core for fire rated openings.
- 5. Fire Rating: Provide factory assembled welded units bearing Labels for fire ratings indicated on the Drawings.

2.6 ACCESSORIES

- A. Anchors: Manufacturer's standard framing anchors, specified in manufacturer's printed installation instructions for project conditions.
- B. Astragals for pairs of doors: Manufacturer's standard for labeled and non-labeled openings.
- C. Plaster Guards: Same material as door frame, minimum 24 gauge (0.5 mm) minimum; provide for all strike boxes. Plaster guards not mandatory on interior after set frames.
- D. Silencers: Resilient rubber, Inserted type, three per strike jamb for single openings. Stick-on silencers shall not be permitted except on hollow metal framing systems.
- E. Glazing: Specified in Section 088000.

2.7 FABRICATION

- A. Steel Frames:
 - 1. Fabricate steel door and frame units to be rigid, neat in appearance, and free from defects, warp, or buckle. Where practical, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at Project site. Comply with ANSI/SDI 100 requirements.
 - a. Clearances shall comply with the requirements of NFPA 80.
 - 2. Three-piece knock-down frames: Head and jamb intersecting corners die-cut, mitered at 45 degrees, with locking tabs for rigid connection when assembled.
 - 3. Factory-welded frames: Head and jamb intersecting corners mitered at 45 degrees, with back welded joints ground smooth.
 - a. Continuous face weld the joint between the head and jamb faces along their length either internally or externally. Grind, prime paint, and finish smooth face joints with no visible face seams.
 - b. Externally weld, grind, prime paint, and finish smooth face joints at meeting mullions or between mullions and other frame members per a current copy of ANSI/SDI A250.8.
 - 4. Provide temporary steel spreaders (welded to the jambs at each rabbet of door openings) on welded frames during shipment. Remove temporary steel spreaders prior to installation of the frame.
- B. Tolerances shall comply with SDI-117 "Manufacturing Tolerances for Standard Steel Doors and Frames."
- C. Fabricate concealed stiffeners, reinforcement, edge channels, louvers, and moldings from either cold-rolled or hot-rolled steel sheet.

- D. Unless otherwise indicated, provide exposed fasteners with countersunk flat or oval heads for exposed screws and bolts.
- E. Prepare doors and frames to receive mortised and concealed hardware per final door hardware schedule and templates provided by hardware supplier. Comply with applicable requirements of SDI-107 and ANSI-A115 Series specifications for door and frame preparation for hardware.
- F. Reinforce doors and frames to receive surface-applied hardware per SDI A250.6. Drilling and tapping for surface-applied hardware shall be done at Project site. Provide internal reinforcements for all doors to receive door closers and exit devices where scheduled.
- G. Locate hardware as indicated on Shop Drawings or, if not indicated, per the Door and Hardware Institute's (DHI) "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."

2.8 FINISHES

- A. Chemical Treatment: Treat steel surfaces to promote paint adhesion.
- B. Exposed door and frame surfaces to be cleaned and treated then coated with rust inhibitive primer. Water-based primer and color paint finishes to be free of Hazardous Air Pollutants (HAPS) and Volatile Organic Compounds (VOCs). Paint to comply with ANSI A250.3 and A250.10.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that project conditions are acceptable before beginning installation of frames.
 - 1. Verify that completed openings to receive knock-down wrap-around frames are of correct size and thickness.
 - 2. Verify that completed concrete or masonry openings to receive butt type frames are of correct size.
- B. Do not begin installation until conditions have been properly prepared.
- C. Correct unacceptable conditions before proceeding with installation.

3.2 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's printed installation instructions and with Steel Door Institute's recommended erection instructions for steel frames SDI A250.11 and NAAMM/HMMA 840.
- B. DHI – Door and Hardware Institute – Door Security + Safety Professionals – Installation Guide for Doors and Hardware
- C. Fire Doors and Frames: Install in accordance with SDI A 250.11 and NFPA 80.
 - 1. To ensure compliance with Positive Pressure criteria as required by UBC7-2, UL10C, NFPA5000 and all applicable Local, State and National Code Jurisdictions, all Doors and Frames should be checked for accurate installation per Manufacturers installation instructions to provide proper fire and Smoke Gasketing as tested and listed.
 - 2. Fit hollow-metal doors accurately in frames, within clearances specified in SDI A 250.11 and SDI 100. Install fire rated doors with clearances specified in NFPA 80.
- D. Comply with provisions of SDI-105, "Recommended Erection Instructions for Steel Door Frames," unless otherwise indicated. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set.
 - 1. Except for frames located in existing concrete, masonry, or gypsum board assembly construction, place frames before constructing enclosing walls and ceilings.
 - 2. In masonry construction, install at least 3 wall anchors per jamb adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb. Acceptable anchors include masonry wire anchors and masonry T-shaped anchors. Use additional anchors as required for height per manufacturers' installation instructions.
 - 3. At existing concrete or masonry construction, install at least 3 completed opening anchors per

- jamb adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb. Set frames and secure to adjacent construction with bolts and masonry anchorage devices. Use additional anchors as required for height per manufacturers' installation instructions.
4. In metal-stud partitions, install at least 3 wall anchors per jamb at hinge and strike levels. In steel-stud partitions, attach wall anchors to studs with screws. Secure Sill Anchors to floor. Use additional anchors as required for height per manufacturers' installation instructions.
 5. Drywall series frames are designed for installation in interior applications after construction of wood or metal stud and drywall applications. Drywall series frames are provided with adjustable jamb lock anchors for secure installation. Install frames per manufacturers' installation instructions. Adjust anchors and secure sill and baseboard anchors as provided.
- E. To comply with the Texas Department of Insurance TDI –
1. Wall Framing Construction: The door assemblies may be mounted to several types of wall framing construction. The types of wall framing construction allowed include:
 - a. Concrete (minimum compressive strength: 3,000 psi)
 - b. Grout filled concrete block
 - c. Hollow concrete block
 - d. Steel (minimum 1/8", Fy = 36 ksi)
 - e. Aluminum (minimum 1/8" thick, 6063-T6)
 - f. Wood (Spruce-Pine-Fir, minimum S.G. = 0.42)
 2. Fastener Requirements:
 - a. Refer to the approved drawings for the anchor layout and notes.
 - b. Refer to the approved drawings for the minimum embedment depths for the fasteners and the minimum edge distances (minimum distance fastener must be from the edge of the substrate material) for the fasteners.
- F. Remove temporary steel spreaders prior to installation of frames.
- G. Set frames accurately in position; plumb, align and brace until permanent anchors are set. After wall construction is complete, remove temporary wood spreaders.
1. Field splice only at approved locations indicated on the shop drawings.
 2. Weld, grind, and finish as required to conceal evidence of splicing on exposed faces.
- H. Provide full height 3/8 inch (9.5 mm) to 1-1/2 inch (38 mm) thick strip of polystyrene foam blocking at frames requiring grouting. Apply the strip to the back of the frame to facilitate field drilling or tapping.
- I. Grouting Hollow Metal Frames:
1. Provide bituminous coating on interior of grout filled jambs.
 2. Provide and install temporary bottom and intermediate wood spreaders to maintain proper width and avoid bowing or deforming of frame members. Refer to ANSI A250.11-2001 and NAAMM/HMMA 840.
 3. Comply with ANSI/SDI Standard A250.8, paragraph 4.2.2, and HMMA 820 TN01 Grouting Hollow Metal Frames, whereby grout will be mixed to provide a 4 inch (102 mm) maximum slump consistency and hand towed into place. Do not use grout mixed to a thinner consistency.
 4. Provide a vertical wood brace during grouting of frame at openings over 4 foot (1219 mm) wide, to prevent sagging of frame header.
- J. Glaze and seal exterior transom, sidelight and window frames in accordance with HMMA-820 TN03.
- K. Apply hardware in accordance with hardware manufacturers' instructions and Section 087100 of these Specifications. Install hardware with only factory-provided fasteners. Install silencers. Adjust door installation to provide 1/8" at head and 1/8" at strike and hinge jamb with door undercut to meet fire ratings and floor conditions to achieve maximum operational effectiveness and appearance.

3.3 FIELD QUALITY CONTROL

A. Fire-Rated Door Assembly Testing:

1. Upon completion of the installation, test each fire door assembly to confirm proper operation of its closing device and verify that it meets all criteria of a fire door assembly per NFPA 80.
2. Perform inspections by individuals with documented knowledge and understanding of the operation components of the type of door being tested per NFPA 80 and NFPA 101.
3. Provide a written record to the Owner with copies available to the Authorities Having Jurisdiction (AHJ).
4. Record shall list the fire door assembly and include the door number with an itemized list of hardware set components for each door opening and location in the facility.

3.4 ADJUST AND CLEAN

- A. Adjust doors for proper operation, free from binding or other defects.
- B. Clean and restore soiled surfaces. Remove scraps and debris and leave site in a clean condition.
- C. Prime Coat Touch-Up: Immediately after erection, sand smooth rusted or damaged areas of prime coat, and apply touch-up of compatible air-drying primer.
- D. Properly clean and apply paint to doors and frames in accordance with HMMA-840 TN01 and ANSI A250.8 appendix B along with Manufactures recommended surface preparation for painting.

3.5 PROTECTION

- A. Protect installed products and finished surfaces from damage during construction.

END OF SECTION