



# EDINBURG CISD

## PURCHASING DEPARTMENT

411 N. 8<sup>th</sup> Ave., Edinburg, TX 78541  
(956) 289-2311, (956) 38-7687

DOMINGA "MINGA" VELA, President  
CARMEN GONZÁLEZ, Vice President  
OSCAR SALINAS, Secretary  
LUIS ALAMIA, Member  
MIGUEL "MIKE" FARIAS, Member  
LETICIA "LETTY" GARCIA, Member  
XAVIER SALINAS, Member  
*Dr. Mario H. Salinas, Superintendent*

## Request for COMPETITIVE SEALED PROPOSALS

NO: 23-33

TITLE: FIRE ALARM VOICE EVAC SYSTEM  
FOR LINCOLN ELEMENTRY

This Proposal includes the following forms:

- Intent to Bid
- Vendor Check List
- Standard Terms & Conditions
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties Example
- Deviation Form
- Authorization for W-9/Direct Deposit
- ATTACHMENT: Proposal Forms

### CLOSING TIME/DATE:

Closing Time: 4:00 P.M.  
Closing Date: November 16, 2022

### BUYER:

**ClaudDina Longoria, Senior Buyer**  
Phone: 956-289-2311, Ext.2135  
Fax: 956-383-7687  
Email: [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us)

### DELIVER BIDS TO:

Edinburg CISD  
Office of the Purchasing Director  
411 North 8<sup>th</sup> Ave, 2<sup>nd</sup> Floor  
Edinburg, TX 78541

*Amaro Tijerina* 10/23/22  
Purchasing Director Date

DATE Webbed: October 28, 2022

\*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 that 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](http://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. Signed Standard Terms & Conditions                             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Signed Felony Conviction Notification                          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Signed Conflict of Interest Questionnaire                      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Signed Deviation Form  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Read and understood Special Terms & Conditions                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Filled out Bid Form  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Completed & submitted W9/Authorization for Direct Deposit Form | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Signed Certification of Interested Parties (Form 1295)         | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. Completed & signed Vendor Check List                           | <input type="checkbox"/> Yes | <input type="checkbox"/> 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



**STANDARD TERMS & CONDITIONS**

(REVISED SEPTEMBER 2022)

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 proposal 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 proposal.
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 proposal 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.



## CSP 23-33, Fire Alarm Voice EVAC System for Lincoln Elementary

13. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal 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.
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.



## CSP 23-33, Fire Alarm Voice EVAC System for Lincoln Elementary

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 proposal 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 Proposal Forms:** Proposal not submitted on District's proposal 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 proposal 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 proposal 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 proposal that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product proposal 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 proposal 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 proposal 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 proposal prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.
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.



CSP 23-33, Fire Alarm Voice EVAC System for Lincoln Elementary

41. **Evaluation Factors:** The proposal award shall be based on the following evaluation factors:
- a. the purchase price;
  - b. the reputation of the vendor and of the vendor's goods or services;
  - c. the quality of the vendor's goods or services;
  - d. the extent to which the goods or services meet the district's needs;
  - e. the vendor's past relationship with the district;
  - f. the total long-term cost to the district to acquire the vendor's goods or services
42. **Non-Collusive Bidding Certification:** By submission of this proposal or proposal, the bidder certifies that:
- a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
  - b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals, or proposals for this project, to any other bidder, competitor or potential competitor;
  - c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal or proposal;
  - d. The person signing this proposal 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](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 proposal 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. **Contract Provisions for contracts under Federal Awards:** By submission of this proposal, Contractor agrees to comply with the following provisions.

49.1 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.



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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.2 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.

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.3 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."

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

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.4 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.

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.5 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 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.

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.6 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



## CSP 23-33, Fire Alarm Voice EVAC System for Lincoln Elementary

to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.7 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).

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.8 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.

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or proposal 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.

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- 49.10 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.

Does Vendor agree to this guideline? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



## CSP 23-33, Fire Alarm Voice EVAC System for Lincoln Elementary

49.11 §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Pursuant to the Federal Rules above, vendor certifies that it will not enter into a contract with the District to provide any of the prohibited equipment listed above.

Does Vendor agree to this guideline? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

49.12 §200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, vendor certifies that it will, to the greatest extent practicable, enter into contracts with the District with items produced within the United States, as outlined above, and will include this requirement in any subawards for any District contract that is entered into.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

50. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS: When federal funds are expended by ECISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

52. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT: It is the policy of ECISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



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53. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS: ECISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

54. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. §200.337: Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

55. CERTIFICATION OF EMPLOYMENT VERIFICATION FAR 22.18, 74 FR 2731, 48 CFR 52.222-54: As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

56. CERTIFICATION OF HEALTH AND SAFETY CERTIFICATIONS, LICENSING, AND REGULATIONS: As applicable to federal funds contracts, all contractors must meet applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited to, facility use, food establishment, and authorized providers.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

57. CERTIFICATION OF COMPLIANCE WITH S/M/WBE/LABOR SURPLUS, 2 CFR 200.321: As applicable with certain federal funds contracts, requires contractors to encourage and facilitate participation by small businesses, minority owned firms, and women's business enterprises, whenever to the maximum extent possible

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

58. CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE: Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, proposal or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

59. CERTIFICATION OF HOUSE BILL 89, SECTION 2270.001 TEXAS GOVERNMENT CODE: Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not boycott Israel currently; and Will not boycott Israel during the term of the contract. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

60. CERTIFICATION OF SENATE BILL 252, SECTION 2252 TEXAS GOVERNMENT CODE: Vendor agrees that, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270: Vendor does not engage in business with Iran, Sudan, or foreign terrorist organizations and will not during the term of the contract

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

61. CERTIFICATION OF SENATE BILL 13, SECTIONS 809 AND 2274 TEXAS GOVERNMENT CODE: Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a nonprofit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



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62. CERTIFICATION OF SENATE BILL 19, SECTION 2274 TEXAS GOVERNMENT CODE: In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the proposals from a company were able to provide the required certification.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

63. CERTIFICATION OF SENATE BILL 2116, SECTIONS 2274 AND 113 TEXAS GOVERNMENT CODE: PROHIBITION ON AGREEMENTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE PROHIBITED CONTRACTS: (a) Company verifies that it will not enter into a contract or other agreement relating to critical infrastructure in this state with the District: (1) if, under the contract or other agreement, the company would be granted direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and (2) if the governmental entity knows that the company is (A) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (B) headquartered in China, Iran, North Korea, Russia, or a designated country. (b) The prohibition described by Subsection (a) applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country. DESIGNATION OF COUNTRY AS THREAT TO CRITICAL INFRASTRUCTURE. (a) The governor, after consultation with the public safety director of the Department of Public Safety, may designate a country as a threat to critical infrastructure for purposes of this chapter.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

64. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS: Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

65. CERTIFICATION OF TEC 22.0834 CRIMINAL HISTORY RECORD INFORMATION REVIEW OF CERTAIN EMPLOYEES; FINGERPRINT BACKGROUND CRIMINAL HISTORY INFORMATION CHECKS: Vendors and all their employees that perform work and will have direct contact opportunities with ECISD students must undergo criminal history fingerprinting background checks and be approved by the District to be eligible to perform work at any District location. The District will be the final determiner of the definition of direct contact.

The vendor no longer has access to this required criminal history information to certify themselves so the approval must come from the District. Vendors must contact the District's Personnel Department to obtain instructions on how to complete this process and the Vendor or its employees will be responsible for the cost of these background checks. The Local Education Entity (LEE) Fast Pass option will be required. The District has an IdentoGO service located in its facilities that utilizes this option.

This requirement will not apply to construction, alteration, or repair to an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

Vendor acknowledges the above requirements and will ensure required applicable background checks will be completed and approved by the District before any on site work begins by them or their employees.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

66. CERTIFICATION OF GOVERNMENT CODE 552.104(c) A person, including a board, may not include a provision in a contract related to a parade, concert, or other entertainment event paid for in whole or in part with public funds that prohibits or would otherwise prevent the disclosure of information relating to the receipt or expenditure of public or other funds by a board for the event. A contract provision that violates Government Code 552.104(c) is void.

Vendor acknowledges the above requirements and will not enter into such a contract with the District.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

67. CERTIFICATION OF GOVERNMENT CODE 2272.003(a): A district may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider. Gov't Code 2272.003(a)

"Taxpayer resource transaction" means a sale, purchase, lease, donation of money, goods, services, or real property, or any other transaction between a governmental entity and a private entity that provides to the private entity something of value derived from state or local tax revenue, regardless of whether the governmental entity receives something of value in return. "Affiliate" means a person or entity who enters into with another person or entity a legal relationship created or governed by at least one written instrument, including a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, that demonstrates:

1. Common ownership, management, or control between the parties to the relationship;
2. A franchise granted by the person or entity to the affiliate; or
3. The granting or extension of a license or other agreement authorizing the affiliate to use the other person's or entity's brand name, trademark, service mark, or other registered identification mark.

Vendor agrees that it is not an abortion provider or affiliate of an abortion provider as stated above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor



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68. CERTIFICATION OF GOVERNMENT CODE 403.1067(A) LOBBYING RESTRICTION – TOBACCO EDUCATION GRANT FUNDS: A district receiving funds or grants from the Permanent Fund for Health and Tobacco Education and Enforcement may not use the funds to pay:
1. Lobbying expenses incurred by the district;
  2. A person or entity that is required to register with the Texas Ethics Commission under Government Code Chapter305 (Registration of Lobbyists);
  3. Any partner, employee, employer, relative, contractor, consultant, or related entity of a person or entity described by item 2; or
  4. A person or entity who has been hired to represent associations or other entities for the purpose of affecting the outcome of legislation, agency rules, ordinances, or other government policies.

Vendor agrees that it will not provide services listed above to the District with said funds.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

69. 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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

70. BUY AMERICAN PROVISION FOR CHILD NUTRITION: Edinburg CISD adheres to the Buy American Provision (7 CFR 210.21) when purchasing commercial food products to be served in the district's SNP meals. This provision will be included in all solicitations for food to be used in the school nutrition programs.

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 {Public Law 105-336} added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring School Food Authorities (SFA's) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guan, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFA's must comply with when purchasing commercial food products served in the school meals programs.

Edinburg CISD will purchase domestic food products per the Buy American Provision unless:

1. The product needed is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product

Edinburg CISD will maintain all documentation in regard to any food purchases that are deemed "non-domestic" to include cost comparisons if the product is available as a "domestic" product that is seen as unreasonable in cost; or if not available as a U.S. grown product the documentation will include the "country of origin."

I, the undersigned authorize agent for the company named below, certify that the information concerning Section 1-70 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 1-70 listed above.

\_\_\_\_\_  
Print/Type Signature Name

\_\_\_\_\_  
Official Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**FELONY CONVICTION NOTIFICATION**

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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 80<sup>th</sup> 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 7<sup>th</sup> 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 7<sup>th</sup> 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

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### 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](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 30<sup>th</sup> 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](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](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>



## CSP 23-33, Fire Alarm Voice EVAC System for Lincoln Elementary

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](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.

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																																															
1 of 1																																																	
<small>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.</small>		<b>OFFICE USE ONLY CERTIFICATION OF FILING</b>																																															
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>  <b>Vendor Name</b>		<b>Certificate Number:</b>  <b>Date Filed:</b>  <b>Date Acknowledged:</b>																																															
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>  Edinburg CISD		<b>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.</b>  Use District's Proposal # & Proposal Title located on cover page of solicitation																																															
<b>4</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Name of Interested Party</th> <th style="width: 30%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 30%;">Nature of interest (check applicable)</th> </tr> <tr> <th></th> <th></th> <th style="width: 15%;">Controlling</th> <th style="width: 15%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)				Controlling	Intermediary																																						
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<b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/>		<b>6 UNSWORN DECLARATION</b>  My name is _____, and my date of birth is _____  My address is _____ <div style="display: flex; justify-content: space-between; font-size: small;"> <span>(street)</span> <span>(city)</span> <span>(state)</span> <span>(zip code)</span> <span>(country)</span> </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: space-between; font-size: small;"> <span>(month)</span> <span>(year)</span> </div> <div style="text-align: center; margin-top: 20px;">             _____  <small>Signature of authorized agent of contracting business entity (Declarant)</small> </div>																																															



DEVIATION FORM

(This form must be signed)

- 1. DEVIATION(S) – Any deviations to the attached specifications shall be listed below, or on a separate sheet of paper, and attached to the bid response form identifying the section number, item number and a clearly defined explanation for the deviations.
- 2. 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.
- 3. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.
- 4. 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.

NO - Deviations: \_\_\_\_\_ YES - Deviations: \_\_\_\_\_

List any deviations your company is submitting below: (List on separate page, if necessary)

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\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name of Authorized Company Official

\_\_\_\_\_  
Signature of Authorized Company Official



## 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 _____ - _____
<b>Vendor Contact Information:</b>		
Name: _____	Title: _____	Phone: _____ Fax: _____
<b>Vendor Type – Select only one of the following boxes:</b>		
<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) _____		
<b>Order Address:</b>  Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____		<b>Payment Remittance Address:</b>  <input type="checkbox"/> Check if Order Address is same as Payment Address Street/PO Box: _____ Second Line: _____ City: _____ State: _____ Zip Code: _____
<b>Banking Information:</b>		
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: _____	
<b>W-9 Certification</b> 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. <b>Certification Instructions:</b> 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.  Signature: _____ Date: _____  Print Name/Title: _____		<b>Direct Deposit Authorization and Agreement</b> 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: _____  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: <a href="mailto:ECISDinvoice@ecisd.us">ECISDinvoice@ecisd.us</a> , OR; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074		
<b>Finance Office Use Only: Updated Record on:</b>		<b>Updated by:</b> _____
<b>Bank Code:</b> _____		<b>Vendor #:</b> _____



**SPECIAL TERMS & CONDITIONS**

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1. **INTENTION:** It is the intention of the Board of Trustees of the Edinburg Consolidated Independent School District to receive proposals from interested vendors to select vendor(s) offering the best value for **FIRE ALARM VOICE EVAC SYSTEM FOR LINCOLN ELEMENTARY**.
2. **CONTACT:** Please call ClauDina Longoria at 956-289-2311, ext. 2135 or e-mail to [d.longoria@ecisd.us](mailto:d.longoria@ecisd.us) if you have any questions regarding this bid.
3. **CONTRACT SERVICE PERIOD:** This is a one-time purchase.
4. **PRE-BID CONFERENCE:** Pre-Bid conference to be held November 9, 2022 at 9:00 A.M. at the Maintenance and Facilities Department located at 1305 E. Schunior, Edinburg, TX 78541. Vendors are highly encouraged to attend to answer any questions they may have and to better understand the general scope of work required for this project. Julio Camacho will be present to answer any detailed questions.
5. **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.
6. **PAYMENT INFORMATION:** Payments will be made on the District's regular payment schedule.
7. **TERMS:** Net 30 unless otherwise noted as an exception.
8. **ADDENDUMS:** It will be the vendor's responsibility to check the Purchasing Website for any addendums or additional information. ECISD website is [www.ecisd.us](http://www.ecisd.us). Click on Departments, then Purchasing. Once at the Purchasing site, locate the calendar list in middle and click on title of the solicitation. If you do not see it on the list, click the month button on top and you will see complete month with all solicitations the District is currently seeking out. Any questions, please contact the Purchasing office and we will assist you.
9. **DELIVERY INFORMATION:** The successful bidders will be given reasonable length of time for delivery, however, purchase orders over thirty (30) days old are considered unreasonable. The Edinburg CISD reserves the right to review the bidder's delivery performance and to re-award to the next lowest vendor, if delivery is unsatisfactory.
10. **FORMS TO BE FILLED OUT:** The following forms **MUST** be filled out and **SIGNED/DATED**:
  - a. Conflict of Interest (If it does not apply, put N/A and **sign/date**).
  - b. Certificate of Interest Parties-Form 1295 (Does not need to be notarized, however, the bottom part **MUST** be filled out and **signed/dated**).
  - c. Edinburg Consolidated Independent School District Substitute W-9 and District Deposit Authorization Form (**Fill out and sign**)
11. **INSURANCE REQUIREMENTS:**
  - a. General Liability
  - b. Workmen's Compensation
  - c. Property Liability



## **SPECIFICATIONS**

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### **PART 1.0 - GENERAL**

#### **1.1 DESCRIPTION:**

- A. This section of the specifications includes the furnishing, installation, and connection of a multiprocessor controlled, intelligent fire alarm and integrated emergency voice evacuation system required to form a complete coordinated system ready for operation. It shall include, but not be limited to, intelligent alarm initiating devices, alarm notification appliances, auxiliary control devices, annunciators, and wiring as shown on the drawings and specified herein.
- B. The intelligent fire alarm system shall comply with requirements of NFPA 72 Standard for protected premises signaling systems. The system shall be electrically supervised and monitor the integrity of all conductors.

#### **1.2 SCOPE:**

- A. A new intelligent, multiprocessor controlled fire alarm and emergency voice evacuation system shall be installed in accordance with the specifications and drawings.
- B. Basic Performance:
  - 1. Alarm, trouble and supervisory signals from all intelligent addressable reporting devices shall report to the intelligent fire alarm and emergency voice evacuation system over Class B (Style 4), or Class A (Style 6, 7) Signaling Line Circuits (SLCs).
  - 2. Initiation Device Circuits (IDCs) shall be wired Class B (Style B) or Class A (Style D).
  - 3. Notification Appliance Circuits shall be wired Class B (Style Y) or Class A (Style Z).
  - 4. Speaker/Strobe synchronization shall be provided where required with selective silence capability.
  - 5. A single ground or open on a Signaling Line Circuit (SLC) shall not cause system malfunction, loss of operating power.
  - 6. Alarm signals arriving at the intelligent fire alarm and emergency voice evacuation system shall not be lost following a power failure or outage.

#### **C. Basic System Functional Operation**

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

- 1. The system Alarm LED shall flash.
- 2. A local piezo in the control panel shall sound.
- 3. Large 8-line x 40-character LCD display (320 char.) display shall indicate all information associated with the fire alarm condition, including zone of origin, the type of alarm device and its location within the protected premises.
- 4. All system output programs assigned via software programming to be activated by the particular intelligent device and alarm shall be executed, and the associated system outputs (alarm Notification Appliances and/or Relays) shall be activated.



### **1.3 SUBMITTALS**

#### **A. General:**

1. 1 Original + 3 Copies of all submittals shall be submitted to the Architect/Engineer for review.
2. All references to manufacturer's model numbers and other pertinent information herein is intended to establish minimum standards of performance, function and quality. Equipment (compatible ANSI/UL864, 9th Edition Listed) from other manufacturers may be substituted for the specified equipment as long as the minimum standards are met.
3. For equipment other than that specified, the contractor shall supply proof that such substitute equipment equals or exceeds the features, functions, performance, and quality of the specified equipment.

#### **B. Shop Drawings:**

1. Sufficient information, clearly presented, shall be included to determine compliance with drawings and specifications.
2. Include manufacturer's name(s), model numbers, ratings, power requirements, equipment layout, device arrangement, complete wiring point-to-point diagrams, and conduit layouts.
3. Show remote annunciator(s) layout, configurations, and terminations.

#### **C. Manuals:**

1. Submit simultaneously with the shop drawings, complete operating and maintenance manual listing the manufacturer's name(s) including technical data sheets.
2. Provide a clear and concise description of operation that gives, in detail, the information required to properly operate the equipment and system.

#### **D. Certifications:**

Together with the shop drawing submittal, YOU MUST submit a certification from the major equipment manufacturer indicating that the proposed supervisor of installation and the proposed performer of contract maintenance is an authorized representative of the major equipment manufacturer. Include NAMES and address in the certification. Please provide name of employees to do install, must have 2 license installers onsite with valid FAL to install all fire alarm system.

### **1.4 GUARANTEE:**

All work performed and all material and equipment furnished under this contract shall be free from defects and shall remain so for a period of at least three (3) years from the date of purchase. The full cost of labor and materials required to correct any defect during a one-year period shall be included in the submittal bid.

### **1.5 POST CONTRACT EXPANSIONS:**

- A. Contractor shall consider possible future expansion of the system by not less than 10% of the original count of field devices. The same shall be included in the technical submittal for approval. This provision shall eliminate the need for major changes and alternations in the system.
- B. Submittals that do not consider an extra 10% provision for future expansions will not be accepted.

### **1.6 APPLICABLE SPECIFICATIONS:**

## **CSP 23-33, Fire Alarm Voice EVAC System for Lincoln Elementary**

The specifications and standards listed below form a part of this specification. The system shall fully comply with all applicable standards.

**A. National Fire Protection Association (NFPA):**

No. 70 National Electrical Code (NEC)

No. 72 National Fire Alarm Code

No. 90A Standard for the Installation of Air Conditioning and Ventilating Systems

No. 101 Life Safety Code

**B. National Recognized Testing Laboratories (NRTL); Underwriters Laboratories Inc. (UL), Intertek (ETL), Factory Mutual (FM):**

No. 268 Smoke Detectors for Fire Protective Signaling Systems

No. 864, 9th Edition Control Units for Fire Protective Signaling Systems

No. 268A Smoke Detectors for Duct Applications.

No. 521 Heat Detectors for Fire Protective Signaling Systems

No. 464 Audible Signaling Appliances.

No. 38 Manually Actuated Signaling Boxes.

No. 346 Water flow Indicators for Fire Protective Signaling Systems.

No. 1971 Visual Notification Appliances for the hearing impaired.

No. 1711 Amplifiers for Fire Protective Signaling Systems

NEC ARTICLE 760

**C. FCC Part 15**

**D. Local and State Building Codes**

**E. All requirements of the Authority Having Jurisdiction (AHJ).**

### **1.7 APPROVALS:**

The intelligent fire alarm and emergency voice evacuation system shall have proper listing and/or approval to ANSI/UL-864 9th Edition.

## **PART 2.0 PRODUCTS**

### **2.1 EQUIPMENT AND MATERIAL, GENERAL:**

A. All equipment and components shall be new, and the manufacturer's current model.

B. All equipment and components shall be installed in strict compliance with manufacturers' recommendations. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation.

C. All Equipment shall be attached to walls and/or ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to support the required load. (E.g. CADDY 512 HANGERS)

D. Equipment shall be manufactured by an ISO 9001:2008 Certified Company.

### **2.2 WIRE:**

A. Wire:



## **CSP 23-33, Fire Alarm Voice EVAC System for Lincoln Elementary**

1. Wiring shall be in accordance with NFPA 72, NFPA 70, local, state and national codes (e.g., NEC Article 760) and as recommended by the manufacturer of the fire alarm system. Number and size of conductors shall be as recommended by the fire alarm system manufacturer.
2. Wire and cable not installed in conduit shall have a fire resistance rating suitable for the installation as indicated in NFPA 70 (e.g., FPLP).
3. All wire and Cable shall be in EMT. All wire building to building must be in EMT, WIRE SHALL NOT BE RAN PLENUM NO EXCEPTIONS!
4. All field wiring shall be completely supervised and Labeled with wire labeler (NO MARKER)

### **B. Terminal Boxes, Junction Boxes and Cabinets:**

1. All boxes and cabinets shall be listed by a National Recognized Testing Laboratory for their use and purpose.

### **C. All junction boxes shall have RED cover plate and labeled.**

### **D. MUST INSTALL DOCUMENT AS PER NFPA 72 (SPACE AGE SSU00672 ELECTRONICS OR EQUAL)**

## **2.3 MAIN FIRE ALARM CONTROL PANEL:**

### **A. The intelligent fire alarm and emergency voice evacuation system shall contain multiprocessors for communications with and control of equipment used to make up the system: intelligent detectors, intelligent modules, printer, annunciators, and other system controlled devices. FIRE ALARM PANEL SHALL BE RED.**

### **B. System Capacity and General Operation**

1. Each intelligent fire alarm and voice evacuation system shall be capable of providing up to 127 sensors & modules, plus 127 analog sounder bases, for a total of 254 points possible per loop. Network capability of up to 64 panels, Fire alarm panel shall have an integrated digital alarm communicator (DACT) with Contact ID and SIA reporting formats.
2. The intelligent fire alarm and shall include a full featured user/operator interface control and annunciation panel that shall be composed of a large 8-line x 40-character LCD (320 char.)
3. All programming or editing of the existing program in the system shall be achieved without special equipment and without interrupting the alarm monitoring functions of the intelligent fire alarm and emergency voice evacuation system. FIRE ALARM SYSTEM SHALL NOT BE LOCKED OUT!
4. The intelligent fire alarm and emergency voice evacuation system shall provide the following features; detector maintenance alert to warn of excessive dirt/dust within an individual detector, detector sensitivity read/test information, with real-time status reports capable of being viewed on the display or printed, intelligent smoke detector alarm verification and pre-signal capabilities, meeting NFPA 72 requirements. Field programmability of various voice communications messages to meet various application requirements. An integral walk test feature shall also be provided capable of selecting with or without signals.

## **CSP 23-33, Fire Alarm Voice EVAC System for Lincoln Elementary**

5. The Fire Alarm panel shall contain 3 on board programmable Form C relays rated at 1 amp at 30VDC for: Alarm, Trouble, and Supervisory status conditions. These three contacts shall be field programmable to meet any installation requirement.
6. The Fire Panel shall contain two Notification Appliance Circuits (NACs) capable of being wired Class A or B (NFPA Style Y or Z). NAC circuits shall be 24VDC filtered and regulated and listed to operate with any Listed NAC device available or previously installed. SHALL have Gentex, System Sensor, Wheelock, and AMSECO NAC sync protocol built-in.

### **C. Main System Microprocessors**

1. The intelligent fire alarm and emergency voice evacuation system shall include a minimum of four microprocessors; one for the main system, one for each Signaling Line Circuits (SLCs), one for the intelligent amplifier, and one for each switching regulated power supply.
2. The microprocessors shall communicate with, monitor, and control all internal and external interfaces within the intelligent fire alarm. Each microprocessor shall include flash memory for program storage and a "watch-dog" timer circuit to detect and report microprocessor failure.
3. The microprocessors shall contain and execute all programming for specific action to be taken based on system status changes. Such programming shall be held in non-volatile programmable memory and shall not be lost if both the system primary and secondary power supplies fail.
4. The intelligent fire alarm and emergency voice evacuation system shall provide a real-time clock for device programmable time functions, time stamping system displays, printers, and history files.
5. The microprocessors shall contain flash memory capabilities for easy upload/download of future product upgrades and enhancements.
6. All clock, date and history file information shall be maintained during AC and DC power loss.
7. SHALL have Gentex, System Sensor, Wheelock, and AMSECO NAC sync protocol built-in
8. Analog design using advanced DCP protocol for fast communication

### **D. User Interface Graphical Display**

1. The user interface graphical display shall provide all the controls and indicators for use by the system operator and may also be used to program all system operational parameters.
2. The user interface graphical display shall include status information and custom alphanumeric labels for all system zones and intelligent devices.
3. The user interface graphical display shall be a backlit graphical LCD (liquid crystal display). Large 8-line x 40-character LCD displays (320 char.) It shall provide 12 LEDs (light emitting diodes), consisting of Alarm, AC Power ON, Pre Alarm, On Test, Panel Sounder Silenced, Delay Active, More Events, General Disablement, General Trouble, Supervisory, Power Trouble, NAC Trouble.
4. The user interface graphical display shall include a 4-button arrow for the control, programming, and diagnostic capabilities of the intelligent fire alarm and emergency voice communication system. Entry of numeric, alphanumeric and various other character sets shall be available through these buttons. Up to three programmable passwords shall be available with various password access capabilities programmable based on installation needs to prevent unauthorized system access, control and/or programming.



## CSP 23-33, Fire Alarm Voice EVAC System for Lincoln Elementary

5. The user interface graphical display shall include the following user operator buttons: RESOUND ALARM, ALARM SILENCE, PANEL SOUNDER SILENCE, LAMP TEST, RESET, FIRE DRILL, and PROGRAMMABLE FUNCTION.
6. The user interface graphical display shall include a contrast adjustment feature for the backlit display, to allow optimum viewing/display. In addition, the backlit display shall minimize current consumption during AC failure, by turning off the backlit feature during AC power failures.

### E. Signaling Line Circuits (SLCs)

1. Each SLC communications shall be 100% digital, providing power and communications for all of the intelligent detectors and intelligent modules over a single pair of wires. Fire Panel SHALL have an Analog design using advanced DCP protocol for fast communication. The SLC shall be capable of NFPA Style's 4, 6 or 7 operation. SLC shall be capable of providing optimum performance with enhanced transient false alarm protection.
2. Each SLC, in conjunction with its associated microprocessor, shall process individual intelligent device status. Intelligent device status shall be determined by the individual device's microprocessor and relayed to the SLC microprocessor. Device status shall include; normal, alarm, or trouble conditions. Each individual intelligent smoke detector shall also perform automatic detector testing and automatic drift compensation to meet strict detector maintenance requirements. If during automatic intelligent detector maintenance a problem is found, this status shall be relayed to the SLC microprocessor for processing.
3. Each SLC shall be capable of distances of 5,000 feet (@ 14 AWG, twisted) .
4. To avoid adverse conditions during loss of AC power, each SLC shall contain circuitry to maintain normal operating voltage levels. Systems that don't maintain normal voltage levels, but vary based on battery voltage availability shall not be considered equal.

### F. Emergency Voice Evacuation

The intelligent fire alarm and emergency voice evacuation system shall include microphones, amplifiers, power supplies, switch controls, and status LED indications to meet the complete requirements of the installation.

- Digitally recorded automatic voice evacuation (up to 4 minutes of message capacity)
  - 100 Watt high efficiency digital amplifier
  - 25 or 70 VRMS field selectable
  - 120 VAC power supply and battery charger
  - Live microphone override of message and tone
  - Analog addressable compatible
  - High reliability, no maintenance, fully supervised
  - Natural voice sound recordings
  - Built-in alarm and alert signals
  - Up to 4 minute message capacity
  - Works with 12VDC or 24VDC fire alarm panels
  - Works with analog/addressable and microprocessor based fire alarm panels
  - 3 minute message restart on microphone key
1. To reduce wiring and minimize distance restrictions, amplifier booster units shall be distributed throughout the School.
  2. The amplifiers of the intelligent fire alarm and emergency voice evacuation system shall be capable of providing a high quality response across 25 Volt RMS speakers.

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3. Each audio amplifier shall provide 4 industry standard message and tone combinations for fire alarm evacuation and alarm alert signaling.
4. Amplifier cascading (booster wiring) shall provide for automatic synchronization of all audio output channels. Systems that do not synchronize all audio channels throughout the system and peer-to-peer network shall not be considered equal.
5. Detailed status and trouble indications shall be available at each amplifier.
6. Local and/or remote microphones to allow and to provide live, voice commands at a priority over any stored recorded message(s).

### **J. Network Interface**

1. The intelligent fire alarm shall have an integral RS-232 port for interfacing the intelligent fire alarm and emergency voice evacuation system to a National Recognized Listed Electronic Data Processing (EDP) peripheral or other local/remote serial devices. The RS-232 port shall allow for the use of printers, local/remote virtual panel software, and for PC connection to upload/download field configuration programming of the system. In addition to the RS-232 port, the intelligent fire alarm shall have an integral USB port for upload/downloading of field configuration programming.
2. A Network Card (Style 4 or 7) shall be available for the connection of peer-to-peer network devices such as; additional intelligent fire alarm systems, additional intelligent fire alarm and emergency voice evacuation systems, remote graphical displays (with or without control capabilities), IP Gateways and other network Interfaces.
3. It shall be possible to interrogate the peer-to-peer network wiring from any graphical display connected to the network. Interrogation shall include network ground voltage monitoring, data packets received, bad packets, number of communication failures, and number of Style 7 communication failures at each individual network node. This interrogation feature shall be historical from the date of installation, with technician reset capabilities while troubleshooting issues. Networks that do not provide a means for technicians to interrogate network wiring and problems shall not be considered equal.

### **K. Enclosures:**

1. The intelligent fire alarm and emergency voice evacuation system shall be housed in a listed cabinet suitable for surface or semi-flush mounting. Cabinet and front shall be corrosion resistive.
2. The door shall provide a key lock and shall include a glass or other transparent opening for viewing of all indicators, switches and graphical display.
3. An optional semi-flush trim ring shall be available for a neat cabinet dress.
4. ALL WIRE INSIDE FIRE ALARM PANEL AND EVAC PANEL SHALL BE LABELED AND NEATLY DRESSED AS PER NEC CODE.

- L. All interfaces and associated equipment shall be protected so that they will not be affected by voltage surges or line transients consistent with ANSI/UL standard 864.

### **M. Power Supply:**

1. The power supplies shall provide a minimum of 5.0 amps of filtered and regulated power for Amplifiers, Notification Appliance Circuits (NACs), resettable, and non-resettable power requirements.



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2. It shall be possible to expand system power requirements as needs require. Power supply expansion shall be an integral part of the overall system. All monitoring and control of the expansion power supplies shall be performed by the intelligent fire alarm and emergency voice evacuation system.
3. Where required power supplies shall provide temperature compensated battery charging for 24 or 60 hours of standby using dual-rate charging techniques for fast battery recharge. The temperature compensated circuitry shall extend the life of the system batteries by minimizing/maximizing the charger current based on ambient temperature surrounding the batteries. In addition, the batteries shall be continuously load tested by the power supply/charger to confirm optimum performance when required. Chargers that do not temperature charge the batteries, test the batteries and recognize battery cell failures shall not be considered equal.
4. The power supplies shall be power-limited using fuse-less, quick-acting electronic circuitry meeting the latest ANSI/UL-864 9th Edition requirements.

### O. Operators Controls

1. Panel Silence Button
  - a. Activation of the intelligent fire alarm and emergency voice evacuation system Silence Button shall cause all programmed notification appliances and relays to return to their normal state. The selection of notification appliance circuits and relays that are silence able by the Silence Button shall be field programmable within the confines of all applicable standards. The intelligent fire alarm and emergency voice evacuation system software shall include silence inhibit, auto-silence timers, and an option to silence various other system functions, as deemed necessary.
2. Resound Alarm Button
  - a. Activation of the intelligent fire alarm and emergency voice evacuation system Resound Button shall cause all silenced notification appliances and relays to return to their programmed alarm functionality.
3. Reset Button
  - a. Activation of the intelligent fire alarm and emergency voice evacuation system Reset Button shall cause all latched initiating devices, appliances or zones, as well as all associated output devices and circuits, to return to their normal state.
4. Fire Drill Button
  - a. Pressing and holding the intelligent fire alarm and emergency voice evacuation system Drill Button shall activate all programmed notification appliance circuits. The Drill function shall latch until the intelligent fire alarm and emergency voice evacuation system Silence Button is activated.
5. The intelligent fire alarm and system shall include a programmable password access menu that shall allow users with proper password to:
  - a. View various system status events including; off-normal conditions, input/output device status, history logs, network diagnostics, and panel input/output circuit voltages and currents
  - b. Disable I/O groups of devices, zones, or individual device points.
  - c. Enable I/O groups of devices, zones, or individual device points.
  - d. Test zones, devices, display, disable system piezo, and RS-232 peripheral device.
  - e. Print I/O status, troubles, disabled devices, and history logs.
  - f. Program the intelligent fire.



**M. Field Programming**

1. All programming may be accomplished through the intelligent fire alarm and emergency voice evacuation system user interface graphical display, as well through the use of a standard PC with configuration software.
2. All field-defined programs shall be stored in non-volatile memory and shall not be lost if AC mains and/or battery is lost.
3. The programming function shall be enabled with a password that may be defined specifically for the system when it is installed. Four levels of password protection shall be provided in addition to a key-lock on the cabinet. Level One (Untrained User) allows restricted access to basic system controls. Level Two (Authorized User) allows full access and control of system functions such as zone disable or manual on/off commands. Level Three (Programming) allows programming of all system features and functions. Level Four (Firmware Upgrade) is the highest level, which permits flash programming of system firmware.
4. Programming the intelligent fire alarm and emergency voice evacuation system shall not interfere with normal operation and fire protection. If an alarm condition is detected during programming operation, the system shall perform all fire protection functions as programmed.
5. An Auto-Learn function shall be provided to quickly program initial functions of the system within several seconds. During this operation, intelligent devices connected to the Signaling Line Circuits shall be automatically installed without labor intensive operator key commands and the using of additional electronic equipment to program each individual device. Auto-Learn programming shall be capable of being imported to a standard PC using field configuration program.
6. For flexibility, an optional off-line programming tool, with upload/download capabilities, shall be available.

**N. Specific System Operations**

1. Alarm Verification: The intelligent fire alarm and emergency voice evacuation system shall have the ability to alarm verify any individual or all intelligent smoke detectors.
2. Disable: Any zone, programmed group, or individual device connected to the system shall be capable of being enabled or Disabled through the intelligent fire alarm and emergency voice evacuation system user interface graphical display, through switches allocated for such functionality and/or through input devices programmed for enable/disable functionality.
3. Point Read: The intelligent fire alarm and emergency voice evacuation system shall be able to display or print the following point status diagnostic functions; Device Status, Device Type, Device Label, Device Zone Assignments and Program Parameters.
4. Device Sensitivity Reports: Upon command from the operator, intelligent detector sensitivity can be read and printed.
5. System History Event Log: The intelligent fire alarm and emergency voice evacuation system shall contain a History Event Log capable of storing up to 1,500 system events, of the 1,500 events the log shall dedicate 500 of these events to fire alarm status to avoid critical alarm events being overwritten by non-critical status events.
6. Automatic Detector Maintenance Alert: The intelligent smoke detectors shall automatically interrogate themselves and analyze for proper detector responses over a period of time. If any



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intelligent smoke detector on an SLC loop reports a reading that is below or above normal limits, then the intelligent fire alarm and emergency voice evacuation system will enter a maintenance Warning mode, and the particular detector will be annunciated on the system graphical display, and printed on the optional printer if so provided. This feature shall in no way inhibit the receipt of alarm conditions in the system, nor shall it require any special hardware, special tools or computer expertise to perform.

7. Individual intelligent detector maintenance information shall remain with the intelligent detector, even if the intelligent detector is removed from its present location and placed in another location in the facility.
8. Software Zones: The intelligent fire alarm and emergency voice evacuation system shall be capable of being programmed for up to 200 software zones (networked systems 500 software zones). All intelligent devices may be field programmed, to be grouped into these zones for control activation and annunciation purposes. Systems that utilize limited programmability, such as general alarm operation, are unacceptable.

### **2.4 SYSTEM COMPONENTS:**

#### **A. Strobe Lights:**

1. Shall operate on 24 VDC nominal.
2. Shall meet the requirements of the ADA (Americans with Disabilities Act) as well as UL Standard 1971.

#### **C. Audible/Visual Combination Devices:**

1. Shall meet the applicable requirements of Section A listed above for audibility.
2. Shall meet the requirements of Section B listed above for visibility.

#### **B. Intelligent duct detectors**

1. Mounting the duct smoke unit is accomplished by the use of a template and 4 sheet metal screws, which are provided. Mounting can be achieved without the removal of the clear cover which is secured by 4 capture screws. The Duct Detector shall contain 2 sets of form "C" contacts rated at 10 amps. All duct Detectors SHALL shut down A/c unit during alarm condition. Duct Detector SHALL have test switch with indicator light installed regardless of duct detector location.

#### **C. Intelligent Manual Pull Station**

1. Intelligent manual pull stations shall be provided to connect to the intelligent fire alarm and emergency voice evacuation system Signaling Line Circuit (SLC) Loops. Up to 127 intelligent manual pull stations may be connected to each SLC loop. Intelligent Manual Pull Stations shall be either of the single action type. Pull Stations shall be protected by STI Stopper II with horn.
2. The intelligent manual pull station shall send data to the intelligent fire alarm system representing the state of the manual switch associated with the pull station. The intelligent manual pull stations shall use a hex key operated test-reset lock, and shall be designed so that after actual emergency operation, they cannot be restored to normal use except by the use of the hex key. The intelligent manual pull station key shall be hex key. All operated stations shall provide the option of a red LED which illuminates steady to indicate a positive, visual indication of operation.

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3. Intelligent manual pull stations shall be constructed of die-cast metal with clearly visible operating instructions provided on the cover. The word FIRE shall appear on the front of the stations in raised letters.
4. Intelligent manual pull stations shall be suitable for surface mounting, and shall be installed in accordance with ADA and local codes.

### **D. Intelligent Photoelectric Detectors**

1. Intelligent photoelectric detectors shall be analog addressable and shall connect with two wires to the intelligent fire alarm Signaling Line Circuit. Up to 127 intelligent detectors may connect to each SLC.
2. The intelligent detectors shall use the photoelectric (light-scattering) principal to measure smoke density.
3. The intelligent detectors shall be low profile ceiling-mount and shall include a twist-lock base.
4. The intelligent photoelectric detectors shall store within its individual microprocessor an identifying code that the intelligent fire alarm shall use to identify the type of intelligent detector.
5. The intelligent photoelectric detectors shall provide two LEDs for alarm and power indication. The LEDs shall flash under normal condition, indicating that the detector is operational and in regular communication with the intelligent fire alarm system. When in alarm the LEDs on the intelligent detectors shall illuminate steady. Control of these LEDs during alarm shall be controlled by the individual intelligent detector. Systems requiring fire alarm system commands to illuminate detector alarm LEDs shall not be considered equal.

### **E. Intelligent Heat Detectors**

1. Intelligent heat detectors shall be analog addressable and shall connect with two wires to the intelligent fire alarm and emergency voice evacuation system Signaling Line Circuit. Up to 127 intelligent heat detectors may connect to each SLC loop.
2. The intelligent heat detectors shall use a single thermistor to sense the air temperature at the intelligent heat detector. Intelligent heat detectors shall be capable of being set for fixed temperature and/or rate-of-rise.
3. The intelligent heat detectors shall be low profile ceiling-mount and shall include a twist-lock base.
4. The intelligent heat detectors shall store within its individual microprocessor an identifying code that the intelligent fire alarm use to identify the type of intelligent detector.
5. The intelligent heat detectors shall provide two LEDs for alarm and power indication. The LEDs shall flash under normal condition, indicating that the detector is operational and in regular communication with the intelligent fire alarm and emergency voice evacuation system. When in alarm the LEDs on the intelligent heat detectors shall illuminate steady. Control of these LEDs during alarm shall be controlled by the individual intelligent detector, systems requiring fire alarm system commands to illuminate detector alarm LEDs shall not be considered equal.

### **F. Intelligent Switch Monitors**

1. Intelligent switch monitors shall be provided to connect one supervised IDC (zone) of conventional alarm initiating devices (any N.O. dry contact device) to the intelligent fire alarm Signaling Line Circuit (SLC).



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2. The intelligent switch monitor shall mount on a standard 4" square or 2-gang electrical box.
3. The IDC (zone) shall be capable of being wired for Style D (Class A) or Style B (Class B) operation.. An LED shall be provided on the individual device that shall be field programmable to flash under normal condition, indicating that the device is operational and in regular communication with the intelligent fire alarm and emergency voice evacuation system. When active the LED on the individual device shall illuminate steady.
4. Two (2) versions of the intelligent switch monitor shall be available, as indicated on the drawings; one with a priority interrupt and one without the interrupt. The priority interrupt version shall be utilized in monitoring critical devices requiring the fastest response possible to the intelligent fire alarm and emergency voice evacuation system.
5. For difficult to reach areas, the intelligent switch monitor shall be available in a miniature package. These versions shall also offer Style D (Class A) or Style B (Class B) operation, and incorporate an active status LED.

### G. Intelligent Dual Switch Monitor

1. Intelligent dual switch monitors shall be provided to connect two supervised IDCs (zones) of conventional alarm initiating devices (any N.O. dry contact device) to the intelligent fire alarm and emergency voice evacuation system Signaling Line Circuit (SLC).
2. The intelligent dual switch monitor shall mount on a standard 4" square or 2-gang electrical box.
3. The IDC (zone) shall be wired for Style D (Class A) or Style B (Class B) operation. The intelligent dual switch monitor module shall provide address-setting means using DIP switches with binary addresses already stamped on the PCB to eliminate installation confusion and shall also store an internal identifying code that the intelligent fire alarm and emergency voice evacuation system shall use to identify the type of device. Two LEDs shall be provided, one for each IDC, which shall be field programmable to flash under normal condition, indicating that the devices are operational and in regular communication with the intelligent fire alarm. When an IDC is active its associated LED shall illuminate steady.
4. The intelligent dual switch monitor shall include a priority interrupt feature allowing for the monitoring of critical devices, and providing the fastest response possible to the intelligent fire alarm and emergency voice evacuation system.

### H. Isolators

1. Isolators shall be provided to automatically isolate wire-to-wire short circuits on an SLC loop. The isolator shall limit the number of intelligent modules that may be rendered inoperative by a short circuit fault.
2. If a wire-to-wire short occurs, the isolator shall automatically open the SLC circuit. When the short circuit condition is corrected, the isolator shall automatically reconnect the isolated section of the SLC loop.
3. The isolators shall not require any address setting, and operation shall be automatic. It shall not be necessary to replace or reset an isolator after operation.
4. The isolators shall provide a single LED that shall illuminate steady to indicate that a short circuit condition has been detected and isolated.
5. Short circuit isolator shall be installed where wire goes into building and out of building.



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### **I. Remote Graphical LCD Annunciators**

1. The remote graphical LCD annunciator shall communicate with the intelligent fire alarm and emergency voice evacuation system via a true peer-to-peer network. The annunciator shall include
  - Large 8-line x 40-character LCD (320 char.) display. Two versions of the remote graphical LCD annunciator shall be available; one with system control capabilities and one without controls. The control annunciator shall provide all the same controls that are available on the intelligent fire alarm and emergency voice evacuation system. A local piezo sounder shall also be included on each remote graphical LCD annunciator.
2. The remote graphical LCD annunciator shall be a graphical LCD (liquid crystal display) display shall have a large 8-line x 40-character LCD (320 char.). It shall provide 12 LEDs (light emitting diodes), consisting of Power, Alarm, Supervisory, System Trouble, Pre-Alarm, Test, Disable, and five field programmable LEDs based on installation requirements.
3. The remote graphical LCD annunciator shall include a 12-button keypad and 4-button arrow for the control, programming, and diagnostic capabilities. Entry of numeric, alphanumeric and various other character sets shall be available from these buttons. Up to three programmable passwords shall be available with various password access capabilities programmable based on installation needs to prevent unauthorized system access.
4. The remote graphical LCD annunciator with control capabilities shall include the following user operator buttons; RESET, ACK (Acknowledge), SILENCE, RESOUND, and DRILL.
5. The remote graphical LCD annunciator shall include a programmable switch input which can be utilized as an access enable switch (keyed ) for level 2 access.
6. The remote graphical LCD annunciator shall include a contrast adjustment feature to allow optimum viewing/display.

### **2.5 BATTERIES:**

- A. Shall be 12 volt.
- B. Batteries (two required) shall have sufficient capacity to power the intelligent fire alarm and emergency voice evacuation system for not less than twenty-four hours plus 5 minutes of alarm upon a normal AC power failure.
- C. The batteries are to be completely maintenance free. No liquids are required. Fluid level checks refilling, spills and leakage shall not be required.

## **PART 3.0 - EXECUTION**

### **3.1 INSTALLATION:**

- A. Installation shall be in accordance with the NEC, NFPA 72, local and state codes, as shown on the drawings, and as recommended by the equipment manufacturer. Installation SHALL be done by a licensed Fire Alarm Technician onsite during the all the installation phases as per TITLE 28. INSURANCE Part I. Texas Department of Insurance Chapter 34. State Fire Marshal Subchapter F. Fire Alarm Rules. 28 TAC §§ 34.601-34.631
- B. All conduit, junction boxes, conduit supports and hangers shall be concealed in finished areas and may be exposed in unfinished areas. Intelligent smoke detectors shall not be installed prior to the system programming and test period. If construction is ongoing during this period, measures shall be taken to protect intelligent smoke detectors from contamination and physical damage.



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- C. All fire detection and alarm system devices, control panels and remote annunciators shall be flush mounted when located in finished areas and may be surface mounted when located in unfinished areas.

### **3.2 TEST:**

Provide the service of a competent, factory-trained engineer or technician authorized by the manufacturer of the fire alarm equipment to technically supervise and participate during all of the adjustments and tests for the system.

1. Before energizing the cables and wires, check for correct connections and test for short circuits, ground faults, continuity, and insulation.
2. Close each sprinkler system flow valve and verify proper supervisory alarm at the intelligent fire alarm system. (if Applicable)
3. Verify activation of all flow switches (if applicable)
4. Open initiating device circuits and verify that the trouble signal actuates.
5. Open and short signaling line circuits and verify that the trouble signal actuates.
6. Open and short Notification Appliance Circuits and verify that trouble signal actuates.
7. Ground all circuits and verify response of trouble signals.
8. Check presence and audibility of tone at all alarm notification devices.
9. Check installation, supervision, and operation of all intelligent smoke detectors using the intelligent fire alarm system Walk Test.
10. Each of the alarm conditions that the system is required to detect should be introduced on the system. Verify the proper receipt and the proper processing of the signal at the intelligent fire alarm system and the correct activation of the control outputs.
11. When the system is equipped with optional features, the manufacturer's manual should be consulted to determine the proper testing procedures.

### **3.3 FINAL INSPECTION:**

At the final inspection, a manufacturer-trained representative shall demonstrate that the intelligent fire alarm and emergency voice evacuation system functions properly in every respect.

### **3.4 INSTRUCTION:**

Provide instruction as required for operating the intelligent fire alarm and emergency voice evacuation system. "Hands-on" demonstrations of the operation of all system components and the entire system including program changes and functions shall be provided. The contractor and/or the systems manufacturer's representatives shall provide a typewritten "Sequence of Operation" to the Owner if required.