

**Garland Independent School District
(Garland ISD)**

REQUEST FOR PROPOSAL (RFP)

April 21, 2016

FOR: Bleacher Replace and Repair

NOTE: RFP #471-16



RFP Submission Schedule:

Date: May 17, 2016

Time: 10:00 A.M. Local Time

Location:

**Garland ISD Purchasing
Construction Bond Department
ATTN: NANCY NUNEZ,
Purchasing Construction Bond Specialist
Marvin Padgett Auxiliary Services Center
701 N. First Street
Garland, Texas 75040**

1. INSTRUCTIONS FOR SUBMISSIONS:

1.1 Submission of Qualifications:

1.1.1. In accordance with Government Code Chapter 44.033, and in an effort to maintain fairness in this process, all inquiries concerning this procurement are to be directed only to the Garland ISD Purchasing Construction Bond Department, in writing. Attempts to contact Garland ISD's Board of Trustee members, Superintendent of Schools, Assistant Superintendents, Directors, or other employees, during this period beginning with the issuance of this document through approval of award are strictly prohibited unless authorized by the Garland ISD Purchasing Department. Any attempt by a Firm or representative of the firm to contact or influence a member or members of the aforementioned, will be grounds to disqualify a Firm from award for items or services on this RFP.

Contact:

Garland ISD Purchasing Construction Bond Department

Nancy Nunez, Purchasing Construction Bond Specialist

e-mail: nnunez@garlandisd.net

Phone: (972) 487-4132

Fax: (972) 494-8437

1.1.2. All addenda will be issued via the district website at <http://www.garlandisd.net/departments/purchasing/currentbids.asp>. All addenda, if required, will be posted on the aforementioned website by **May 6, 2016, 4:00P.M.** It is the firm's responsibility to check this website for addenda postings prior to submitting responses.

Firms finding errors, requests for additional information, omissions, or corrections that need to be made in this document specifications shall contact the Purchasing Department in writing before **May 4, 2016 by 1:00 P.M.** Written requests shall be submitted via fax to (972) 494-8437 or by email to nnunez@garlandisd.net. **Responses will not be provided for questions received after the deadline. All answers will be provided and posted to the website stated above by May 6, 2016.**

1.1.3 **PLEASE PROVIDE THE ORIGINAL AND ONE COPY OF YOUR "UNBOUND" PROPOSAL WITH YOUR COMPLETE PROPOSAL ON THREE (3) SEPARATE FLASH DRIVES. THE ORIGINAL SHALL BE MARKED "ORIGINAL" AND THE COPY AS "COPY." The hard copy and flash drives shall be complete duplicates of the "original."**

1.1.5. Hand-carried qualifications or qualifications submitted via carrier service are to be delivered to:

**Garland ISD Purchasing Construction Bond Department
Marvin Padgett Auxiliary Services Center
701 N. First St., Garland, Texas 75040.**

Qualifications submitted via the U. S. Postal Service are to be mailed to:

Garland ISD Purchasing Construction Bond Department
P. O. Box 469026, Garland, Texas 75046-9026

Clearly mark all qualifications envelopes as instructed (#1.1.6. below).
Allow sufficient transit time.

****Delivery of RFP Proposals to other Departments within the
Garland ISD is not considered as delivery to the Purchasing
Construction Bond Department. ****

- 1.1.6. Once completed and signed, return your RFP to the Garland ISD Purchasing Construction Bond Department (as instructed above). Mark the package in the lower left hand corner as follows:

RFP: #471-16 Request for Proposals- Bleacher Replace and Repair

DUE: **May 17, 2016, 10:00 AM Local time.**

- 1.1.7. Proposals received at the Garland ISD Purchasing Construction Bond Department in the **Marvin Padgett Auxiliary Services Center** after the time and date specified above will not be considered and will be filed unopened.
- 1.1.8. Oral or telegraphic bids transmitted via the District's facsimile machine are not acceptable.
- 1.1.9. Submittals must be provided to the District in a sealed package. **DO NOT FAX YOUR PROPOSALS!**
- 1.1.9.1. Submittals **must be signed by an authorized individual to contractually bind their firm** when submitting the proposals. Failure to sign the proposals will be considered as a "mistake in proposals", and the proposals will be rejected as "non-responsive".
- 1.1.9.2. Garland ISD is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are an exception from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility

for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form.

In the event that the District receives a request for disclosure of material marked “confidential” or “proprietary”, the District may request an opinion from the Texas Attorney General concerning whether such material must be disclosed. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release. **Copyrighted qualifications/proposals are unacceptable and will be disqualified as non-responsive.**

- 1.1.10. The firm shall be responsible for any cost incurred in the preparation of proposals and participation in the evaluation process. There is no expressed or implied obligation by Garland ISD to reimburse any individual or firm for any costs incurred in preparing or submitting qualifications, for providing additional information when requested by Garland ISD, or for participating in any selection demonstration/interviews, including discovery (pre-contract negotiations) and contract negotiations.

1.2. AWARD/EVALUATIONS OF PROPOSALS

- 1.2.1. The Garland ISD Board of Trustees reserves the right to accept or reject all or any part of any submittal, waive minor proposals formalities and award the submittal deemed to be most advantageous to the Garland ISD.
- 1.2.2. Garland ISD reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest. Unless the proposer states otherwise, proposals shall cover the entire program as described herein. Proposers shall also include copies of any contracts terms required by the proposing firm and clearly identify/label it as such in the attached “Deviation/Compliance Form,” Schedule A.
- 1.2.3. Garland ISD reserves the right to ask for presentations during the evaluation process. Notice will be given to the proposers who are in the “zone of consideration” for award. Evaluation of the presentations may result in scoring changes to the appropriate category.
- 1.2.4. The prequalified list of firms will be presented to the Garland ISD Board of Trustees for consideration at the earliest opportunity following the official proposals opening date.
- 1.2.5. Upon notification of potential selections for award, the person or entity submitting the proposals must give notice to the district if the person or an owner or operator of the business entity has been convicted of a

felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

- 1.2.6. All response material will be evaluated to determine the best qualified response. Each Firm's experience in the Texas public education market, qualifications of assigned personnel, membership in professional organizations, and interaction with Garland ISD staff during negotiations are additional factors that will be evaluated.

2. CERTIFICATIONS

- 2.1 By signing this RFP, the undersigned affirms that its company, corporation, firm, partnership or individual has not prepared the response to this RFP in collusion with any other firm and that the contents of this RFP as to terms or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this RFP.
- 2.2 The person whose signature appears on the Letter of Intent of this RFP hereby certifies (by signing this document) that the individual and/or firm on whose behalf this RFP is submitted is **not** listed on the Federal Contractor Registry/System for Award Management (SAM) (formerly CCR/FedReg, ORCA legacy systems, and EPLS). EPLS is the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this qualifications.
- 2.3 By responding to this RFP, all firms affirm they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with this procurement.
- 2.4 By submitting a response to this request, each Firm represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information. A list of local government Officers may be obtained at www.garlandisd.net/departments/purchasing/conflict_of_interest.asp. Failure to comply with this provision may result in the qualifications being considered non-responsive.
- 2.5 Upon notification of intent to award, the person or entity submitting this proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016 by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at www.ethics.state.tx.us/index.html .

3. CONTRACT TERMS AND CONDITIONS

- 3.1 Length of this agreement shall be for **one (1) year with three (3) optional extensions of one (1) year each from the date of award.**
- 3.2 This Request for Proposals and any resulting award(s) shall be interpreted within the laws of the State of Texas. Venue for any legal action filed relative to this Request for Qualifications or any resulting contract shall be in Dallas County, Texas.
- 3.3 In the event that any one or more of the provisions contained in this RFP (or resulting contract) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this RFP (or any resulting contract) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.
- 3.4 The Garland ISD reserves the right to cancel any contract resulting from this RFP at any time, for any reason (or for no reason) with a thirty (30) day written notice to the firm(s). Firm may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the firm's address appearing on the face of the RFP (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to services performed and accepted by the Garland ISD.
- 3.5 It is understood that in the performance of any services herein provided, Contractor shall be, and is, an independent contractor, and is not an agent or employee of the Garland ISD and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend, and save the Garland ISD harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 3.6 Any assignment by Firm of this contract or any part thereof without written consent of Garland ISD shall be void.
- 3.7 **Firm agrees to indemnify and save harmless Garland ISD and all its officers, agents, employees acting in their individual and official capacity, and all entities, their officers, agents, and employees who are participating in this contract effort, from all suits, claims, actions, damages, demands or other demands of any character, name and**

description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligence act or fault of the Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under any contract which may result from award. Firm shall pay any judgments with cost, which may be obtained against Garland ISD.

3.8 Badging Requirements:

Suppliers who will only deliver but not enter a school building to perform services, will be required to complete and submit the CERTIFICATION FOR CRIMINAL HISTORY CHECK FORM (Attachment D) only, prior to beginning services.

Suppliers who will deliver and enter a school building to perform services, will be required to complete the Criminal History Check process described below, prior to beginning services. Attachment D should be completed and returned after all personnel have been badged.

Criminal History Checks

During the term of this agreement, the firm's employees have access to GISD facilities while students are present which could result in continuing duties and direct contact with students. Subsequently, the supplier is responsible for complying with Texas Education Code § 22.0834.

A. Garland ISD has determined that the Scope of Work of this engagement does not involve direct and ongoing contact with students if the consultant takes the necessary precautions. In addition to FC Background's badging process, the consultant is responsible for ensuring direct access to students is prohibited. The consultant shall certify compliance with Texas Education Code (TEC) § 22.0834, see Schedule B. As a minimum, consultant is responsible for the following:

3.8.A.1 Consultant shall only use restrooms designated for consultants/workers. Student restrooms are not available for use by consultants/workers. The following are the only facilities available for use:

- inside Garland ISD building, "faculty only" facilities, preference is to use contractor furnished "portable" facilities; and
- outside on Garland ISD property, contractor furnished "portable" facilities.

3.8.A.2 Consultants/contractors/workers are not allowed direct and ongoing unsupervised contact with students in areas including, but not limited to: Classrooms, elevators, athletic buildings, weight rooms, gymnasiums, auditorium, practice rooms, band halls, hallways, locker rooms, office spaces where students are located.

3.8.A.3 Precautions listed in this section are the minimal requirements to avoid direct and unsupervised contact with students. Consultant is

responsible for implementing additional measures to ensure direct and ongoing unsupervised contact with a student does not exist.

3.8.A.4 The company recommended for award shall complete the background screening and badging process with FC Background to have all employees and sub-contractors working on-site for the Garland ISD.

Contact Information:

FC Background

Phone: (972) 404-4479/Fax: (214) 306-8207

Monday – Friday 6 am – 6pm CST

customer.support@fcbackground.com

Facility maps are available at www.fcbackground.com

Cost per Employee is \$30.00 per subject (additional criminal records search fees may apply)

3.8.A.5 Garland ISD Badging Qualifications:

- No Felony convictions, no open or pending felony cases (no time limit);
- No misdemeanor convictions involving crimes against children or crimes of moral turpitude (see below);
- No registered sex offenders; or
- No outstanding warrants for crimes that would disqualify an individual from receiving a badge.

3.8.A.6 Garland ISD Board defines moral turpitude as (Not limited to the following):

- Dishonesty, fraud, deceit, theft, false representation (not including misdemeanor theft by check cases);
- Deliberate violence;
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
- Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell or distribute and controlled substance;
- Acts constituting abuse under the Texas Family Code;
- Public lewdness; or
- Prostitution.

B. Should an environment develop where there is direct and ongoing unsupervised contact with student(s), then, at a minimum, the consultant shall cease work immediately, notify GISD Security, and comply with the following:

3.B.1 Obtain required criminal history record information, through the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its employees assigned to work GISD premises. The following steps should be followed to complete the process:

a. If you are a **sole proprietor** (one-person company) you must:

1.1 Contact GISD Purchasing Department to obtain FAST pass.

1.2 Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.

1.3 After fingerprinting is completed, email Diane Fields, Administrative Assistant to Director of Purchasing at Dfields@garlandisd.net and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state characterization card.

b. All other **suppliers, contractors and subcontractors** must:

1.4 Supplier will receive award letter or signed contract from the Purchasing Department.

Subcontractors will obtain an award letter or contract from the general contractor, before contacting DPS.

1.5 Contact the Department of Public Safety (DPS) at (512) 424-2474, select option 2, to establish a vendor account and obtain a FAST pass. This process can take up to seven to ten business days.

1.6 Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.

3.B.2 After fingerprinting is completed, email Diane Fields, Administrative Assistant to Director of Purchasing at Dfields@garlandisd.net and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state characterization card.

3.B.3 If an employee is arrested while under contract, you must contact Dana Knox, Garland ISD Human Resource Specialist of

Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest.

Notify GISD Purchasing Department if employees leave employment with the firm during the contract term or cease responsibilities on GISD property.

4. INSURANCE REQUIREMENTS

4.1 The Firm shall purchase and maintain, in a company or companies licensed to do business in the State of Texas, such insurance as will protect the Firm and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The firm shall file with the Director of Purchasing, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection. **The firm agrees to add Garland ISD as an additional insured with a Waiver of Subrogation.** The Firm shall, during the performance of this Agreement, keep in force the following insurance:

- ◆ Professional Liability , \$1,000,000 each occurrence, \$2,000,000 aggregate
- ◆ Texas Workers' Compensation at the Statute Limit with \$1,000,000 Employer's Liability (if firm has employees)
- ◆ Auto Liability, \$500,000 combined single limit.

4.2 All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

4.3 Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District. Firm shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.

4.4 The Certificate of Insurance must be presented prior to start of service. The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

5. Garland ISD Supplied Information—Purpose of Solicitation

5.1.0 The Garland ISD is seeking qualified firms interested in contracting with the Garland ISD to provide Bleacher Replace and Repair for **one (1) year with three (3) optional extensions of one (1) year each from contract award.**

5.2.0 Additional contract terms, scope of work, and pricing will be negotiated with the selected firm(s) as projects become available.

6. Garland ISD Background

- 6.1 Garland ISD has a student population which exceeds 58,000 students. This year the district will have approximately 7,300+ employees, of which over 3,800 are teachers. The school district has 2 pre-schools, 47 elementary schools, 12 middle schools, 8 high schools, 5 Educational Centers, and 14 support facilities. Garland ISD has 77 operating locations in three cities, Garland, Rowlett, and Sachse.
- 6.2 Garland ISD has a federally mandated choice of school program which allows a family to choose the school their child will attend. Garland ISD has an extensive renovation plan to keep all of their school facilities in the best condition. This work makes all of the schools attractive to encourage families to stay with their neighborhood school. This work also keeps the schools in good condition, meeting current fire and life safety standards.

7. Services Requested

- 7.1 The Garland ISD is seeking qualified Contractors for Bleacher Replace and Repair related to work included in projects identified by the District.
- 7.2 The District has completed an assessment of the current bleachers for replacement and repair as referenced in Attachment 1b.
- 7.3 Any resulting contract will be held by Garland ISD. Work under any resulting contract may be managed by one or more managers in the Facilities and Maintenance Services office.
- 7.4 Contractor shall perform the following services on awarded Project(s):

Consultant's services consist of any and all labor, materials, equipment and services required to perform the scope of work identified by the assessment, Attachment 1b. Further, Contractor shall, without limitation, perform its work as described in the Scope of Work.

8. Procurement Process

8.1 Selection of Qualified Provider

A committee of Garland ISD designees will review responses submitted. Based on the "Evaluation" and selection criteria described in this document, the committee will select proposals that provide the best value for and meet the needs of the District by gym/school. (Note: Garland ISD may select multiple firms for presentation to the Board of Trustees for approval to perform the services. Garland ISD will then begin contract negotiations. If a contract cannot be negotiated, Garland ISD will select another firm and begin negotiations.

The Garland ISD may also determine that no responsive submittals have been received and reject all submittals. The District reserves the right to interview selected firms prior to recommendation for award.

8.2 Recommendation of Firms: The Garland ISD review committee will recommend a firm or firms for Board of Trustee approval and subsequent award.

8.3 The Garland ISD shall not award a governmental contract to a proposer whose principal place of business is not in Texas, unless the nonresident under prices the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident Proposer would be required to under price a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principle place of business is located. [This requirement does not apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002.

8.4 Evaluation Criteria to be Considered as an acceptable Contractor(s):

Evaluation Factors and Points:

	EVALUATION CRITERIA	MAX POINTS
9.1.0	The purchase price (Cost of the goods/service). <i>See Price Schedule Attachment 1a, 2 pages.</i>	40
9.2.0	The reputation of the vendor and of the vendor's goods or services (Results of the reference checks/perform internet search for pending litigation) <i>Attachment 2.</i>	5
9.3.0	The quality of the vendor's goods or services (Results of reference checks, client references and/or citations from previous installations where equal services have been provided for projects of similar scope). <i>Attachment 3.</i>	10
9.4.0	The extent to which the goods or services meet the district's needs (evaluate the services based on the written requirements or specification; identify unique qualifications which are beneficial to the district); Vendor's experience and capabilities based upon performance record and availability of sufficiently high quality vendor personnel with the required skills, certifications, and experience for the specific services. <i>Provide safety program for repair and installation while on Garland ISD property and operation of the bleacher solutions per location.</i>	10
9.5.0	The vendor's past relationship with the district;	1
9.6.0	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;	0
9.7.0	The total long-term cost to the district to acquire the vendor's goods or services; (All other cost(s) associated with the goods/services over the life of the contract, i.e., training, maintenance, support);	10
9.8.0	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: <i>Provide bleacher solutions per gym by Org#/school as identified in the Assessment, Attachment 1b. Include a Management Plan for installation and repair with phasing to completion of the initial project and on-going repairs.</i>	15
9.8.1	has its principal place of business in this state;	3
9.8.2	employs at least 500 persons in this state;	1
9.9.0	Any other relevant factor specifically listed in the request for Proposals or proposals. <i>Provide bleacher solutions as alternates that will provide the best value and durability to Garland ISD facilities.</i>	5
	MAX TOTAL POINTS	100

Per Texas Education Code, Subchapter B, Sec. 44.031(b) *All contents provided in this solicitation will be considered as an evaluation factor.

9. RESPONDENT'S SUBMITTAL

Each firm shall organize the response in the order listed below and include the content as requested. Please note: Duplicate information may be requested in more than one evaluation criteria section. This information will be used for the Evaluation Criteria noted in the table above. Garland ISD reserves the right to reject as non-responsive any responses that do not contain the information requested in this RFP. Additionally, Garland ISD reserves the right to reject, as non-responsive, any responses that are not organized and formatted as described in this RFP.

9.1.0 Price Schedule

9.1.1 Pricing will be based on the Bleacher Solution provided as part of the proposal and evaluation criteris in 9.8.0. Proposals will be fixed fee based on a turnkey solution. All school gyms listed require pricing for the six (6) types of gym systems with equipment and installation separated based on the requirements of Garland ISD. Each "solution" will include details to include phasing and project management for replacement of bleachers for all gyms listed on Page 1, Attachment 1a. Page 2, Attachment 1a requires pricing for repairs of each of the gyms listed. Garland ISD reserves the right to change from repairs for the gyms listed to be replaced instead. The proposal will be identified with the Assessment # as indicated in Attachment 1b and in the same order. For each proposal, the Contractor shall provide the following details:

- ◆ Type of Equipment
- ◆ Total Cost for turnkey installation (pricing will be broken down by equipment and installation)
- ◆ Name of Contractor personnel to be assigned to each project
- ◆ Description of scope and phasing of installation per gym.

9.1.1 Prices will be submitted using Attachments 1a, 2 pages. Include a rate for subsequent repairs during the contract period including any renewal periods. The proposal may include a discount off list for the equipment for repairs. The pricess per school gym are to be by equipment cost and installation amount by type of bleacher system for bleacher replacement. The gyms designated for repairs may need to be replaced and those prices should be included in page 1 of Attachment 1a. Pricing for repair of the gyms listed in Attachment 1a, page 2 include equipment and labor to repair.

9.2.0 **The reputation of the vendor and of the vendor's goods or services** (Results of the reference checks/perform internet search for pending litigation). Corporate Background and Experience including ability, reputation, and safety record related to Bleacher Replace and Repairs. Firm will provide information to reflect the stability of the company as a responsible offeror.

- ◆ Letter of intent shall be submitted with the qualifications and must be signed by an individual authorized to contractually bind the firm. **Failure to provide the letter will be considered as "non-responsive"**.

- ◆ How many years has your firm been in business under its present name?
- ◆ Indicate all other names by which your firm has been known and length of time known by each name.
- ◆ Include the address of your firm's Web site, if applicable.
- ◆ Provide safety record (OSHA Record, if applicable).
- ◆ List any past or present litigation with an "owner" and resolution.
- ◆ List any contracts terminated prior to completion.
- ◆ Dunn&Bradstreet members: how long have you been a member? DnBi rating?
- ◆ Length of time in Business (minimum 5 years)
- ◆ Bonding levels- What percentage fee would be added if a bond is required?

9.3.0 The quality of the vendor's goods or services (Results of reference checks, client references and/or citations from previous installations where equal services have been provided for projects of similar scope).

- ◆ Provide up to 3 Financial references.
- ◆ Provide 3 Professional References.

9.4.0 The extent to which the goods or services meet the district's needs (evaluate the services based on the written requirements or specification; identify unique qualifications which are beneficial to the district); Vendor's experience and capabilities based upon performance record and availability of sufficient high quality vendor personnel with the required skills, licenses, and experience for the specific services.).

Provide information regarding capabilities and experience of personnel directly assigned to Garland ISD projects that include the following:

- ◆ Provide resumes for key personnel assigned to this project.
- ◆ Identify on the included list of previous projects (9.4.0), similar in size and complexity.
- ◆ Identify services usually subcontracted to other firms.
- ◆ Provide safety program for installation while on Garland ISD property and operation of the bleacher solutions.

9.5.0 The vendor's past relationship with the district. Previous Experience Performing the Services provided by the Firm and experience with Garland ISD and other Texas School Districts

- ◆ Describe at least 5, but no more than 15 contracts completed with related services. Include all services provided by your firm.
- ◆ Include process and procedures for safety compliance
- ◆ Provide notification requirements process/timeline
- ◆ Provide experience and performance of projects with Garland ISD and other School Districts similar in size to Garland ISD. Include start and completion dates (if still working—indicate expected completion date), the ISD name, services provided, and approximate value.

9.6.0 The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses (HUB). Provide your HUB effort or certifications if your firm is a HUB.

9.7.0 The total long-term cost to the district to acquire the vendor's goods or services; (All other cost(s) associated with the good/service over the life of the contract, i.e., training, maintenance, support);

- ◆ Management Plan and Methodology to respond to Garland ISD requirements for replacements and repairs of bleacher systems.
- ◆ Provide process response time to price Scopes of Work requested regarding repairs after initial replacements and repairs.
- ◆ Provide an emergency response time for pricing and action to complete
- ◆ Provide the Points of Contact for Garland ISD, include resume' for each.

9.8.0 For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:

9.8.1 Provide bleacher solutions per gym with the Assessment #, Org#, School Name, and Gym Description as identified in the Assessment, Attachment 1b. Include a Management Plan for installation and repair with phasing to completion.

9.8.2 If the firm is out of state:

- ◆ Provide evidence of having its principal place of business in this state;
- ◆ Provide evidence the firm employs at least 500 persons in this state;

9.9.0 Any other relevant factor specifically listed in the Request for Proposals or proposals. Suggested solutions as alternates that will provide the best value and durability to Garland ISD facilities.

10. Scope of Services

10.1.0 The Scope of Services will be requested by Garland ISD when needed. If the Contractor is requested to provide pricing, it will be based on the Price Schedule for a defined Scope of Work (SOW). The Contractor will be given a Purchase Order as a Notice to Proceed (NTP) upon completion of negotiations. If negotiations are unsuccessful, Garland ISD may go to the next Contractor.

10.1.1 Upon completion of negotiations and award of the work, the Contractor will be authorized as outlined in the SOW. A PO will be issued with each task as a NTP.

10.1.2 Garland ISD reserves the right to select another Contractor to continue with additional SOW or determine that the scope for additional tasks will not be performed for any reason. All work products from any SOW as well as any work paid for by Garland ISD, are the property of Garland ISD. Consultant will deliver all of its work papers from any SOW performed for Garland ISD in an orderly and timely manner. Garland ISD reserves the right to use the work product as Garland ISD desires, including but not limited to, use by a replacement contractor in performing other SOW's.

//////////////////////////////////////END OF SECTION//////////////////////////////////////

ATTACHMENT 1

SPECIFICATIONS

SECTION 126613 – TELESCOPIC BLEACHERS SPECIFICATION

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes: Telescoping Gym Seating includes, either manually or electrically operated systems of multiple-tiered seating rows comprising of seat, deck components, understructure that permits closing without requiring dismantling, into a nested configuration for storing or for moving purposes.

1. Typical applications include the following:
 - a. Recessed Telescoping Gym Seats.
 - b. Floor-Attached (Freestanding) Telescoping Gym Seats.
 - c. Portable/Movable Telescoping Gym Seats.
 - d. Reverse Fold Telescoping Gym Seats.
 - e. Traveling Telescopic Seating Unit
 - f. Wall Attached Telescoping Gym Seats

2. Special applications include the following: See Attachment 1b.

B. Related Sections:

1. Division 9 finishes sections for adequate floor & wall construction for operation of Telescoping Gym Seats. Flooring shall be level and rear wall plumb within 1/8" [3mm] in 8'-0 [2438mm]. Maximum bleacher force on the floor, of a 25'-6" [7772] section, shall be a static point load of less than 300 psi [2.068 N/mm²].
2. Division 16 Electrical sections for electrical wiring and connections for electrically operated Telescoping Gym Seats.

C. Alternates: This section specifies alternates for Telescoping Gym Seat products. Refer to Part 2 products for alternate products, and to Division 1 Alternates sections and other bid documents, if any, for alternate requirements.

D. Qualifications and Capabilities:

1. BIDDER QUALIFICATIONS:

Bidders are required to be an authorized dealer or manufacturer for equipment proposed which on a day-to-day basis regularly provide the equipment offered. Bidders are further advised that only standard production models or standard options will be acceptable for award. Equipment offered shall be currently manufactured on an active assembly line. The State is only interested in proven equipment; provided, installed, and serviced by Authorized

Dealers capable of providing references.

1. **INSTALLER QUALIFICATIONS:**

Bleacher installer shall be Factory Certified by the Manufacturer. Proof of Factory Certified Installation Certificate shall be provided along with the Invitation to Bid. Failure to provide this information shall result in rejection of bid. (No Exceptions Taken)

1. **SERVICE CAPABILITY:** The Bleacher Contractor must be able to show proof of full time service capability by factory certified technicians directly employed by the Bleacher Contractor. Sub-Contractors of the Bleacher Contractor or Factory Technicians located outside of the State do not qualify under this service response requirement. Adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements are a requirement of this Invitation to Bid. The State reserves the right to satisfy itself by inquiry or otherwise as to bidder's capabilities in this regard. A four (4) to eight (8) hour maximum on-site repair response is required during normal working hours, 8 a.m. to 5 p.m. weekdays (excluding holidays) All Full Time Service Personnel shall be Factory Authorized and Trained. Proof of Service Capability along with a listing of service parts regularly maintained in inventory shall be provided along with the Invitation for Bid. Failure to provide this information shall result in rejection of bid.

2.01 REFERENCE

- A. International Building Code (IBC)
- B. ICC 300 – Standard for Bleachers, Folding and Telescopic Seating and Grandstands
- C. American Welding Society (AWS)
 - 1. AWS D1.1 Structural Welding Code – Steel
 - 1. WS D1.3 Structural Welding Code - Sheet Steel
- D. American Institute of Steel Construction (AISC):
 - 1. AISC - Design of Hot Rolled Steel Structural Members.
- E. American National Standards Institute (ANSI).
- F. American Iron & Steel Institute (AISI):
 - 1. AISI - Design Cold Formed Steel Structural Members.
- G. Aluminum Association (AA):
 - 1. AA - Aluminum Structures, Construction Manual Series.
- H. American Society for Testing Materials (ASTM):
 - 1. ASTM - Standard Specification for Properties of Materials.
- I. National Forest Products Association (NFoPA):
 - 1. NFoPA - National Design Specification for Wood Construction.
- J. Southern Pine Inspection Bureau (SPIB):

1. SPIB - Standard Grading Rules for Southern Pine.
- K. National Bureau of Standards/Products Standard (NBS/PS):
 1. PS1 - Construction and Industrial Plywood.
- L. Americans with Disability Act (ADA)
 1. ADA - Standards for Accessible Design.

3.01 MANUFACTURER'S SYSTEM ENGINEERING DESCRIPTION

- A. Structural Performance: Engineer, fabricate and install telescopic gym seating systems to the following structural loads without exceeding allowable design working stresses of materials involved, including anchors and connections. Apply each load to produce maximum stress in each respective component of each gym seat unit.

Design Loads: Comply with ICC 300 – 2012 Edition

A. Manufacturer's System Design Criteria:

1. Gymnasium seat assembly; Design to support and resist, in addition to it's own weight, the following forces:
 - a. Live load of 120 lbs per linear foot [162.69 N/m] on seats and decking
 - b. Uniformly distributed live load of not less than 100 lbs per sq. ft. [135.58N/m] of gross horizontal projection.
 - c. Parallel sway load of 24 lbs. [32.53 N/m] per linear foot of row combined with (b.) above
 - d. Perpendicular sway load of 10 lbs. [13.56 N-m] per linear foot of row combined with (b.) above
2. Hand Railings, Posts and Supports: Engineered to withstand the following forces applied separately:
 - a. Concentrated load of 200 lbs. [90.72 kg] applied at any point and in any direction.
 - b. Uniform load of 50 lbs. per foot [.344 N/mm²] applied in any direction.
3. Guard Railings, Post and Supports: Engineered to withstand the following forces applied separately:
 - a. Concentrated load of 200 lbs. [90.72 kg] applied at any point and in any direction along top rail.
 - b. Uniform load of 50 lbs. per foot [.344 N/mm²] applied horizontally at top rail and a simultaneous uniform load of 100 lbs. per foot [.689 N/mm²] applied vertically downward.
4. Member Sizes and Connections: Design criteria (current edition) of the following shall be the basis for calculation of member sizes and connections:
 - a. AISC: Manual of Steel Construction
 - b. AISI: Specification for Design of Cold Formed Steel Structural Members
 - c. AA: Specification for Aluminum Structures

d. NFOPA: National Design Guide For Wood Construction.

1.04 SUBMITTALS

- A. Section Cross-Reference: Required submittals in accordance with "Conditions of the Contract" and Division 1 General Requirements sections of this "Project Manual."
- B. Project Data: Manufacturer's product data for each system. Include the following:
 - 1. Project list: Ten (10) seating projects of similar size, complexity and in service for at least five (5) years.
 - 2. Deviations: List of deviations from these project specifications, if any.
- C. Shop Drawings: Indicate Telescoping Gym Seat assembly layout. Show seat heights, row spacing and rise, aisle widths and locations, assembly dimensions, anchorage to supporting structure, material types and finishes.
 - 1. Wiring Diagrams: Indicate electrical wiring and connections.
 - 2. Graphics Layout Drawings: Indicate pattern of contrasting or matching seat colors
- D. Samples: Seat materials and color finish as selected by Architect from manufacturers standard offered color finishes.
- E. Environmental Data Package: Provide project specific environmental data work sheet with project header and LEED calculations completed based on actual project weight and project price. Environmental Data Package required to be submitted with formal submittal package prior to project award.
 - 1. Regional Manufacturing
 - a. Provide manufacturing location and distant to project site by product material type as required. [straight-line travel as a bird flies as per USGBC]
 - 2. Recycled Content:
 - a. Provide Packaging Material Listing & Recycled Content by Material Type; [Total % Recycled Content, Total % Pre Consumer and % Post Consumer]
 - b. Provide Product Material Listing & Recycled Content by Material Type; [Total % Recycled Content, Total % Pre Consumer and % Post Consumer]
 - 3. Indoor Environmental Quality
 - a. Provide documentation that the specified product passes ANSI/BIFMA X7.1-2007 Standard for Formaldehyde and TVOC Emissions of Low-emitting Office Furniture Systems and Seating
 - b. Provide documentation that the specified product solid core ply-form or engineered fiber panels are manufactured with resins which are free of added urea-formaldehyde.
 - 4. Product Life Cycle – Deconstruction & Reclaiming Opportunity

- a. Provide listing of product materials which can be recycled at the end of the product life cycle and re-enter the recycled or reuse material stream.
- F. Manufacturer Qualifications: Certification of insurance coverage and manufacturing experience of manufacturer, and copy of a telescopic load test to all loads described in 1.03 above, observed by a qualified independent testing laboratory, and certified by a registered professional structural engineer verifying the integrity of the manufacturer's geometry design and base structural assumptions.
- G. Installer Qualifications: Installer qualifications indicating capability, experience, and official Certification Card issued by manufacturer of telescopic seating.
- H. Engineer Qualifications: Certification by a professional engineer registered in the state of manufacturer that the equipment to be supplied meets or exceeds the design criteria of this specification.
- I. Operating/Maintenance Manuals: Provide to Owner maintenance manuals. Demonstrate operating procedures, recommended maintenance and inspection program.
- J. Warranty: Manufacturers standard warranty documents.

QUALITY ASSURANCE

- K. Seating Layout: Comply with ICCA 300 -2012 Standard for Bleachers, Folding Telescopic Seating and Grandstands, except where additional requirements are indicated or imposed by authorities having jurisdiction.
- L. Welding Standards & Qualification: Comply with AWS D1.1 Structural Welding Code - Steel and AWS D1.3 Structural Welding Code - Sheet Steel.
- M. Insurance Qualifications: Mandatory that each bidder submit with his bid an insurance certificate from the manufacturer evidencing the following insurance coverage:
 - 1. Workers Compensation - including Employers Liability with the following limits:
 - a. \$500,000.00 (US) Each Accident
 - b. \$500,000.00 (US) Disease - Policy Limit
 - c. \$500,000.00 (US) Disease - Each Employee
 - 2. Commercial General Liability - including premises/ operations, independent contractors and products completed operations liability. Limits of liability shall not be less than \$5,000,000.00 (US).
- N. Manufacturer Qualifications: Manufacturer who has a minimum of 4 years of experience manufacturing telescoping gym seats and can demonstrate continual design enhancement and 25-year minimum product life-cycle support of telescopic seating.

- O. Installer Qualifications: Engage experienced Installer who has specialized in installation of telescoping gym seat types similar to types required for this project and who carries an official Certification Card issued by telescoping gym seat manufacturer.
- P. Engineer Qualifications: Engage licensed professional engineer experienced in providing engineering services of the kind indicated that have resulted in the successful installation of telescoping bleachers similar in material, design, fabrication, and extent to those types indicated for this project.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver telescopic gym seats in manufacturers packaging clearly labeled with manufacturer name and content.
- B. Handle seating equipment in a manner to prevent damage.
- C. Deliver the seating at a scheduled time for installation that will not interfere with other trades operating in the building.

1.06 PROJECT CONDITIONS

- A. Field Measurements: Coordinate actual dimensions of construction affecting telescoping bleachers installation by accurate field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid delay of Work.

1.07 WARRANTY

- A. Manufacturer's Product Warranty: Submit manufacturer's standard warranty form for telescoping bleachers. This warranty is in addition to, and not a limitation of other rights Owner may have under Contract Documents.
 - 1. Warranty Period: Five years from Date of Acceptance.
 - 2. Beneficiary: Issue warranty in legal name of project Owner.
 - 3. Warranty Acceptance: Owner is sole authority who will determine acceptance of warranty documents.

1.08 MAINTENANCE AND OPERATION

- A. Instructions: Both operation and maintenance shall be transmitted to the Owner by the manufacturer of the seating or his representative.
- B. Service: Maintenance and operation of the seating system shall be the responsibility of the Owner or his duly authorized representative, and shall include the following:

1. Operation of the Seating System shall be supervised by responsible personnel who will assure that the operation is in accordance with the manufacturer's instructions.
2. Only attachments specifically approved by the manufacturer for the specific installation shall be attached to the seating.
3. An annual inspection and required maintenance of each seating system shall be performed to assure safe conditions. At least biannually the inspection shall be performed by a professional engineer or factory qualified service personnel.

PART 2 – PRODUCTS

2.01 MANUFACTURERS—*The following specifications are provided as an example of product Garland ISD is considering as options whether it is the manufacturer listed or another manufacturer with equivalent specifications and solutions.*

- A. Manufacturer: Hussey Seating Company, U.S.A. or EQUAL
 1. Address: North Berwick, Maine, 03906
 2. Telephone: (207) 676-2271; Fax: (207) 676-9690
 3. Product: MAXAM Telescopic Gym Seat System by Hussey Seating Company or EQUAL.
 - a. Model: MAXAM26 or EQUAL Series Telescopic Gym Seats, adjustable row spacing in two inch increments from 22 inches [559] to 26 inches [660].
 - b. MAXAM26 or EQUAL Series Telescopic Gym Seats, **SELECT** Rise Spacing: 9 5/8” [244], 11 5/8” [295] or 16” [406]
 - c. Aisle Type: **SELECT**:, foot level aisles, front steps, intermediate aisle steps.
 - d. Seat Type: **SELECT**: Classic (wood seat), 10” or 12” Courtside Collection
 - (1) Seat color finish: **SELECT**: manufacturers 15 standard for Courtside Collection
 - (2) Seat color finish: **SELECT**: manufacturers 15 standard for MVP seat tops and seat front panel (16” rise only)
 - (3) Courtside graphic logos and custom Signature logos: (**See Personalization and Creativity under Accessories section**)
 - e. Rail Type: **SELECT**: Self-storing end rail, removable end rails, front railings, rear rails, store-in-place aisle hand rails, folding aisle hand rails.
 - (1) Rail color finish: **SELECT**: Standard black or 15 standard colors to match Courtside Collection seat. (**See Personalization and Creativity under Accessories section**).
 - f. Operation: **SELECT**: Electric or Manual
 - (1) Electrical Power System: **SELECT**: Integral power with pendant Control or wireless controller, motion monitor, limit switches, key switches, portable power-assist tractor
 - g. Portable-MAXAM or EQUAL Dolly System: : **SELECT**: Integral Dolly or Portable Dolly
 4. Product Description/Criteria
 - a. Bank Length:
 - b. Aisle Widths:
 - c. Number of Tiers:
 - d. Row Spacing(s):
 - e. Open Dimension:
 - f. Closed Dimension:

- g. Overall Unit Height:
- h. Net Capacity; per seat (18" [457]):
- i. Maximum Net Capacity; (w/Flex Row Fully Recovered):

- 5. Miscellaneous Product Accessories: **SELECT**: operating handles, front panels, end panels, rear panels, ventilating grills, scorer's table, top seat filler, rear seats for reverse fold units, seat number's, row letters, end curtains, aisle closure curtains, Top-row--Basketball deflector curtains.
- 6. Special Applications: **SELECT**: tapered sections, truncated units, high humidity finish, elevated-front and rear cross aisles, portable access stairs, programming supports, extended rear deck filler, rear wall column cutouts.
- 7. Handicap Seating Provisions: **SELECT**: Provide first tier modular recoverable Flex-rows, handicap first-tier fixed end-section cutouts, full-section truncations per requirements of (ADA) Americans with Disability Act located as indicated.

B. Other Acceptable Manufacturers: Will be considered if in compliance with these specifications. Deviations must be submitted with bid in order that a fair and proper evaluation be made. Those bidders not submitting a list of deviations will be presumed to have bid as specified.

2.02 ALTERNATES (*See Attachment 1a-additional pages for alternate products may be submitted for review.*)

- A. Base Bid:
 - 1. Base Bid Product:
 - 2. Base Bid Product Accessories:
- B. Alternate No. ____: In lieu of providing base bid product, provide the following:
 - 1. Alternate Product:
 - 2. Alternate Product Accessories:
- C. Alternate No. ____: In lieu of providing base bid product, provide the following:
 - 1. Alternate Product:
 - 2. Alternate Product Accessories:

2.03 MATERIALS

- A. Lumber: ANSI/Voluntary Product 20, B & B Southern Pine
- B. Plywood: ANSI/Voluntary Product PS1, APA A-C Exterior Grade.
- C. Structural Steel Shapes, Plates and Bars: ASTM A 36.
- D. Uncoated Steel Strip (Non-Structural Components): ASTM A569, Commercial Quality, Hot-Rolled Strip.

- E. Uncoated Steel Strip (Structural Components): ASTM A570 Grade 33, 40, 45, or 50, Structural Quality, Hot-Rolled Strip.
- F. Uncoated Steel Strip (Structural Components): ASTM A607 Grade 45 or 50, High-Strength, Low Alloy, Hot-Rolled Strip.
- G. Galvanized Steel Strip: ASTM A653 Grade 40, zinc coated by the hot-dip process, structural quality.
- H. Structural Tubing: ASTM A500 Grade B, cold-formed.
- I. Polyethylene Polymer: ASTM D 1248, Type III, Class B; molded, color-pigmented, textured, impact-resistant, structural formulation; in color indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors.
- J. Fasteners: Vibration-proof, of size and material standard with manufacturer.

2.04 UNDERSTRUCTURE FABRICATION

A. Frame System:

1. Wheels: Not less than 5" [127] diameter by 1 1/4" [32] with non-marring soft rubber face to protect wood and synthetic floor surfaces, with molded-in sintered iron oil-impregnated bushings to fit 3/8" [10] diameter axles secured with E-type snap rings.
2. Lower Track: Continuous Positive Interglide System interlocks each adjacent CPI unit using an integral, continuous, anti-drift feature and through-bolted guide at front to prevent separation and misalignment. CPI units at end sections of powered banks and manual sections shall contain a Low Profile Posi-Lock LX to lock each row in open position and allow unlocking automatically. Provide adjustable stops to allow field adjustment of row spacing.
3. Slant Columns: High tensile steel, tubular shape.
4. Sway Bracing: High tensile steel members through-bolted to columns.
5. Deck Stabilizer: High tensile steel member through-bolted to nose and riser at three locations per section. Interlocks with adjacent stabilizer on upper tier using low-friction nylon roller to prevent separation and misalignment. Incorporates multiple stops to allow field adjustment of row spacing.
6. Deck Support: Securely captures front and rear edge of decking at rear edge of nose beam and lower edge of riser beam for entire length of section.

B. Deck System:

1. Section Lengths: Each bank shall contain sections not to exceed 25'-6" [7772] in length with a minimum of two supporting frames per row, each section.
2. Nose beam and Rear Riser beam: Nose beam shall be continuously roll-formed closed tubular shape of ASTM A653 grade 40, Riser beam shall be continuously roll-formed of ASTM A653 grade 40. Nose and Riser beam shall be designed with no steel edges exposed to spectator after product assembly.
3. Attachment: Through-Bolted fore/aft to deck stabilizers, and frame cantilevers.
4. Decking: 5/8" [16], AC grade clear-top-coated tongue and groove Southern Yellow Pine; or BC grade polyethylene-top-coated tongue and groove Douglas Fir plywood; both of interior type with exterior glue, 5-ply, all plies with plugged cross-bands, produced in accordance with National Bureau of Standards PS-1-97. Plywood shall be cut and installed with top, center

and bottom ply grain-oriented from front of deck to rear of deck (nose beam to riser beam). Adjacent pieces shall be locked together with tongue and groove joint from front to rear of deck. Longest unsupported span:

MAXAM 26, 21 ½" [546].

5. Deck End Overhang: Not to exceed frame support by more than 5'-11" [1804].

2.05 SEAT FABRICATION

Polymer Seat System – Courtside Collection XCS12 (12"):

Hussey Courtside Collection Series or EQUAL embodies the latest leading edge innovations in linear telescopic seating modules. Courtside seats utilize a harmonious blend of advanced ergonomic principals, architecturally appealing design, safety, value and performance.

Seat Modules: 18" [457] long assembled, gas assisted injection-molded, high density, 100% recyclable HDPE (high density polyethylene) modules in monochromatic colors providing, dual textured scuff resistant 10" [254] or 12" [305] wide seat surface with ½" [13] minimum interlock on seat and face. Unit structural tested to 600 lbs occupant load.

CourtSide XCS12 Seat Module

- a. XCS12 – 12" [305] Comfort Profile
 - (1) Individual ergonomically contoured seat module
 - (2) Compound contoured seats with fore/aft and horizontally contoured curves provide a "scalloped" surface area for maximum spectator comfort. Forward edge "waterfall" for enhanced spectator comfort and minimization of sensitive pressure point area, regardless of leg positioning.
 - (3) Fore & Aft contoured seat surface for uniform support and minimize high pressure points under the buttocks.
 - (4) Seat height ranges from deck to t/o seat range from 16-1/8" [410] to 18-1/8" [460]
 - (5) 21-1/8" [537] clear foot space area.
- b. Bold contoured design lines for maximum architectural appeal and application with modern or traditional facility spaces.
- c. Integrally molded end caps at aisle end locations for clean finished appearance.
- d. Optional: Custom color graphic logo design application for end cap insert. (See **Personalization and Creativity under Accessories section**)
- e. Integrally molded recess pockets to accept seat number and row letters.
- f. Integrally molded rear closure panel at back of seat to allow for "continuous clean sweep" of debris at deck level and minimized visibility of structural ribbing.
- g. Seat Attachment: Each polymer seat module shall be securely anchored by a 12 gauge steel clamp bracket that provides steel-to-steel, through bolted attachment to the front nose beam of the bleacher. Attachment eliminates fore / aft movement of the seat module on the nose beam.

2.06 SHOP FINISHES

- A. Understructure: For rust resistance, steel understructure shall be finished on all surfaces with black "Dura-Coat" enamel. Understructure finish shall contain a silicone additive to improve scratch resistance of finish.

- B. Wear Surfaces: Surface subject to normal wear by spectators shall have a finish that does not wear to show different color underneath:
 - 1. Steel nosing and rear risers shall be pre-galvanized with a minimum spangle of G-60 zinc plating.
 - 2. Decking shall have use-surfaces to receive both a sealer coat and wear-resistant high gloss clear urethane finish. Optional decking to have 0.030" laminated polyethylene wear surface.
 - 3. Classic wood seats and fascia shall be triple sanded and receive a sealer coat with use surfaces to receive high gloss clear urethane finish.
 - 4. Injection Molded Courtside seats shall be per manufacturer standard 15 colors.
- C. Railings: Steel railings shall be finished with powder-coated semi - gloss black or optional 15 standard colors to match polymer seat color.
- D. High Humidity finish: Above shop finishes shall include following modifications:
 - 1. Understructure: All frames and other structural components shall be hot-dip galvanized per ASTM A103
 - 2. All top-side rails shall be e-coated prior to powder paint coating
 - 3. All hardware to be zinc-plated
 - 4. All posi-locks and other steel wear surfaces to be electroless-nickel plated
 - 5. Decking to be polyethylene-laminated plywood

2.07 FASTENINGS

- A. Welds: Performed by welders certified by AWS standards for the process employed.
- B. Structural Connections: Secured by structural bolts with prevailing torque lock nuts, free-spinning nuts in combination with lock washers, or Riv-nuts in combination with lock washers.

2.08 ELECTRICAL OPERATION

A. Integral Power

- 1. Default operation shall be with a removable pendant control unit which plugs into seating bank for tethered operator management of stop, start, forward, and reverse control of the power operation. Other modes of operation are optional.
- 2. **PF1/2/3/4:** Furnish and install Hussey or EQUAL PF (1/2/3/4), furnish and install an integral automatic electro mechanical powered frame propulsion system, to open and close telescopic seating.
 - a. Electrical - Seating Manufacturer shall provide all wiring within seating bank, including pendant control. Motors, housing, and wiring shall be installed and grounded in complete accord with the National Electrical Code. The electrical contractor shall perform all connections at and upstream of the equipment specified herein, and ensure that supplied voltage drops no more than 4% below nominal where power connects thereto. To prevent 3rd party control of the system, power is made available to the Remote Control Receiver for a limited time by a Radio Frequency Identification (RFID) system that requires activation by the operator. Once the power system is activated, an audio beep and visual light is active to notify the user that the system is energized and ready for operation. The

wireless remote shall be used by trained authorized operators to open and close the system with continuous pressure applied to the desired button.

- b. Each unit shall be PF (1/2/3/4) is driven by a 1/2 horsepower, 1725 RPM motor.
 - (1) 208V 3 Phase:
 - (a) This 1.25 Service Factor motor runs on 208V at 60 Hz and draws a full load current of 2.2 amperes. The required power supply shall be 3 asynchronous phases of 120 Volts each, plus neutral plus ground, each with 20 Amp capacity.
 - (b) This system shall be UL Listed in its entirety (motors, circuit protection, motor controls, user interface, enclosures, conductors and connectors all evaluated and approved for correct sizing and compatibility under maximum rated load on the motors) under UL Product Category FHJU, titled Electrical Drive and Controls for Folding and Telescopic Seating.
 - (2) 115V 1 Phase
 - (a) This 1.25 Service Factor motor runs on 115V at 50 or 60 Hz and draws a full load current of 6.2 amperes. The required power supply shall be a single phase of 115 Volts, plus neutral plus ground, each with current capacity per the following schedule:
 - (i) 15 Amps when 1 or 2 motors on the power supply
 - (ii) 30 Amps when 3 or 4 motors on the power supply
 - (iii) 40 Amps when 5 motors on the power supply
 - (b) This system shall consist of UL Listed or Recognized components throughout (motors, circuit protection, motor controls, user interface, enclosures, conductors and connectors, all correctly sized and compatible under maximum rated load on the motors).
 - (3) 230V 1 Phase
 - (a) This 1.25 Service Factor motor runs on 230V at 50 or 60 Hz and draws a full load current of 3.4 amperes. The required power supply shall be two phases of 115 Volts, plus neutral plus ground, each with current capacity per the following schedule:
 - (i) 15 Amps when 1 or 2 motors on the power supply
 - (ii) 20 Amps when 3 or 4 motors on the power supply
 - (iii) 30 Amps when 5 motors on the power supply
 - (b) This system shall consist of UL Listed or Recognized components throughout (motors, circuit protection, motor controls, user interface, enclosures, conductors and connectors, all correctly sized and compatible under maximum rated load on the motors).
 - (4) Each pair of Powered Frames shall consist of output shaft gear reducer with 6" [152] diameter x 4" [102] wide wheels covered with non marring 1/2" [13] thick composite rubber, and operate the bleacher as follows:

- (a) PF1 – Pulls at 46 feet / min [16.8 meters / min] with ½ Hp through 60:1 speed reduction to 2 drive wheels. Max pull approx 261 lbs [1161 N];
- (b) PF2 – Pulls at 46 feet / min [16.8 meters / min] with ½ Hp through 60:1 speed reduction to 4 drive wheels. Max pull approx 261 lbs [1161 N];
- (c) PF3 – Pulls at 25 feet / min [9.3 meters / min] with ½ Hp through 111:1 speed reduction to 4 drive wheels. Max pull approx 478 lbs [2126 N];
- (d) PF4 – Pulls at 25 feet / min [9.3 meters / min] with 1 Hp through 111:1 speed reduction to 4 drive wheels. Max pull approx 956 lbs [4253 N];

3. **PFe:** Furnish and install Hussey or EQUAL PFe, furnish and install an integral automatic electro mechanical powered frame propulsion system to open and close smaller telescopic seating sections up to 6 rows.

a. Electrical

- (1) Seating Manufacturer shall provide all wiring within seating bank, including pendant control. Motors, housing, and wiring shall be installed and grounded in complete accord with the National Electrical Code. The electrical contractor shall perform all connections at and upstream of the equipment specified herein, and ensure that supplied voltage drops no more than 4% below nominal where power connects thereto.
- (2) Each unit for PFe is driven by a 1/4 horsepower, 1725 RPM, 117 Volts, 60 Hz., single phase 1.1 service factor motor, drawing a full load current of 4.2 amperes. Power supply required shall be 120 volts single phase plus neutral plus ground service, each with 20 amp capacity.

b. Mechanical

- (1) Each pair of Powered Frames shall be driven through a gear motor with dual output shaft, 6" [152] diameter x 4" [102] wide wheels covered with non-marring 1/2" [13] thick composite rubber, and pull the bleacher with approx 280 lbs [1161 N] at 25 feet / min [16.8 meters / min].

4. **Options**

a. Plug & Play Power

- (1) The Plug & Play option enables safe cord and plug connection of the power system to the power supply, eliminates the need for a separate disconnect, and eliminates lockout tag out procedures at the bleacher. Electrical contractor shall provide and install the disconnect-rated receptacle and associated parts specified by the manufacturer. Manufacturer shall specify facility preparations for, and furnish and install a cord-and-plug connected power system. This option is available only with 208V 3 Phase.

b. Limit Switches

- (1) Limit switches will automatically stop integral power operation when seating has reached the fully extended or closed position. Manufacturer shall furnish and install both open and closed limit switches for the integral power system. Power operation shall utilize a combination of contactors and limit switches to insure the wiring is not energized except during operation. Straight wired electric system is not allowed.

c. Remote Control

- (1) The Remote Control option :
 - (a) Enables un-tethered operator management of stop, start, forward, and reverse control of the power system.
 - (b) Grants and confirms access only to an authorized controller, denying operation by spurious signals;

(2) Terminates access shortly after completed operation, requiring re-approval to resume operation.

(3) Manufacturer shall provide and install Access Control Unit and Remote Controller, and shall provide Remote Control Transmitters.

d. Key Switch Control

(1) Manufacturer shall furnish parts and instructions for installing a key-operated controller on the fixed structure of the facility.

e. Portable Power Assist

(1) Portable Power Assist is a walk-behind, self-contained portable electro-mechanical power unit enabling operator management of stop, start, forward, and reverse control of a bleacher. Multiple bleachers may be operated independently by attaching to / detaching from one bleacher and moving to another. None of the above described options are available with Portable Power Assist.

(2) Manufacturer to furnish and install two attachments for Portable Power Assist on every applicable section of bleacher and one Portable Power Assist unit per facility. Portable Power Assist shall have a 100' long heavy duty cord and be cord and plug connected to a 120V 20 amp outlet convenient to the bleachers to be operated.

(3) Tractor unit shall be fitted with rugged operating handle with convenient switches controlling forward / reverse separate from spring loaded on / off switch. Power drive unit shall consist of a gear motor with dual output shafts and 6" [152] diameter wheels covered with non-marring 1/2" [13] thick molded polyurethane. Average operating speed shall be 35 feet / min [12.8 meters / min] with pulling capacity of PF3 (see above).

2.09 TRANSPORT SYSTEMS

A. Integral Mechanical Dollies: Provide one pair of machine-screw-jack dollies (per section) for transport of movable telescopic sections. Each dolly shall be fitted with 6--6 inch, 360 degree swiveling "kingpinless" casters to insure ease of telescopic section movement. Wheel treads shall be molded polyurethane bonded to cast iron with roller bearing hubs. Dollies are integral to each section and shall be operated by a cordless drill through access holes in either the front or rear of the section. Dollies shall be designed to engage front and rear structural steel lift beams.

B. Portable Hydraulic Dollies: Provide one pair of portable hydraulic dollies suitable for transport of movable telescopic sections. Each dolly shall be fitted with sufficient quantity of 360 degree swiveling ball race caster to insure ease of movement. Wheel treads shall be molded polyurethane bonded to cast steel with roller bearing hubs. Dollies shall be inserted manually beneath the front of first telescoping row with seating completely closed. Dollies shall be designed to engage front lift plates and rear structural steel lift beams.

2.10 ACCESSORIES | STANDARD TELESCOPIC GYMSEAT ACCESSORIES

A. Access Panels (Hatchway): Provide access to unit at 4th or 5th tier.

- B. Operating Handles: Provide and install manual operating handles constructed of ¾" [19] OD steel tubing. Handles to engage pull-bar installed at the first tier.
- C. Flex-Row: Provide first row modular recoverable seating units to be utilized by persons in wheelchairs and able-bodied persons. Each Flex-Row unit shall have an unlock handle for easy deployment if wheelchair or team seating access is needed. Unlock handle shall lock the bleacher seats into position when fully opened.
1. Provide a black full-surround steel skirting with no more than ¾" floor clearance for safety and improved aesthetics.
 2. Provide a black injection molded end cap for the nose beam for safety and improved aesthetics..
 3. Provide a mechanical positive lock when the Flex-Row system is in the open and used position.
 4. Flex-Row modular units are designed to achieve multi-use front row seating to accommodate team seating, ADA requirements and facility specific requirements. Flex-Row units are available in modular units from 2 to 7 seats wide as well as full section widths.
- D. Permanent Handicap Cut-Outs: Provide first tier permanent handicap cutouts per requirements of Americans with Disability Act (ADA) located as indicated. Provide a full width front closure panel at handicap cutout, extending from underside of second tier to within 1 1/2" [38] of finished floor.
- E. Provide a removable belt barrier with or without signage for the rear of each recoverable Flex-Row module to assist with seating identification.
- F. Front Aisle Steps: Provide at each vertical aisle location front aisle step. Front steps shall engage with front row to prevent accidental separation or movement. Steps shall be fitted with four non-skid rubber feet each 1/2" [13] in diameter. Blow molded end caps shall have full radius on all four edges. Quantity and location as indicated.
- G. Non-Slip Tread: Provide at front edge of each aisle location an adhesive-backed abrasive non-slip tread surface.
- H. Foot Level Aisles: Provide deck level full width vertical aisles located as indicated.
- I. Intermediate Aisle Steps: Intermediate aisle steps shall be of boxed fully enclosed type construction. Blow molded end caps shall have full radius on all four edges. Step shall have adhesive-backed abrasive non-slip tread surface. Quantity and location as indicated.
- J. Intermediate Store-In-Place Aisle Handrails: Provide single pedestal mount handrails 34" [864] high with terminating mid rail. Handrails shall be lifted, rotated 90° and reinserted for easy storage in socket. Ends of the handrail shall return to the post, and not extend away from it. Rails having openings to avoid interference with closed decks are not acceptable.
- K. Intermediate Folding Aisle Handrails: Provide single pedestal mount handrails 34" [864] high with terminating mid rail. Handrail to be permanently mounted to a rotating socket for rail storage on the intermediate aisle step. Ends of the handrail shall return to the post, and not extend away from it. Rails having openings to avoid interference with closed decks are not acceptable. Rails store on top of intermediate aisle step and do protrude beyond the platform surface.

- L. Intermediate Self-Storing Aisle Hand Rails: Provide dual pedestal mount handrails 34" [864] high with terminating mid rail. Handrails shall, at the permanently mounted pedestals, automatically pivot and / or slide from the stowed position the use position and back to the stowed position as the gym seats open and close. Rails having openings to avoid interference with closed decks are not acceptable.
- M. Intermediate Manual Rotating Aisle Handrails: Provide single pedestal mount handrails 34" [864] high with terminating mid rail. Permanently attached handrail shall rotate in a permanently mounted socket for rail storage. Rail shall deploy easily, lock in the use position, and require intent and effort to unlock, and return to the stowed position. Ends of the handrail shall return to the post, and not extend away from it. Rails having openings to avoid interference with closed decks are not acceptable.
- N. Intermediate Automatic Rotating Aisle Handrails: Provide single pedestal mount handrails 34" [864] high with terminating mid rail. Permanently attached handrail shall rotate in a permanently mounted socket for rail storage. Rail shall automatically rotate, lock in the use position, unlock and rotate back to the stowed position as the gym seats open and close. Ends of the handrail shall return to the post, and not extend away from it. Rails having openings to avoid interference with closed decks are not acceptable.
- O. Front Panel: Provide front closure panels for truncated sections, permanent end cutouts or elevated front aisles. Panels shall extend vertically from underside of front row to within 1 1/2" [38] or floor. Paneling to be 5/8" [16] Southern Pine Plywood or grey Poly deck attached to a steel framework.
- P. End Panel: Provide closure end panels for closed stack position at each exposed bank end. End panels shall be constructed of 5/8" [16] Southern pine plywood or grey Poly deck.
- Q. Rear Panel: Provide required seating units with full width rear closure panels. Panels shall extend vertically full height or up to 8'-0" [2438] high to within 1 1/2" [38] of floor. Paneling to be 5/8" [16] Southern Pine Plywood or grey Poly deck attached to a steel framework. Rear panels cannot extend above 8'-0" [2438] on portable sections.
- R. Front Rail: Provide not less than 30" [762] high above deck, steel rails with tubular supports and intermediate members designed with 4" [102] sphere passage requirements. Rails to be located at each required seating location.
- S. Self-Storing End Rails: Provide steel self-storing 42" [1066] high above seat, end rail with tubular supports and intermediate members designed with 4" [102] sphere passage requirements.
- T. Scorer's Table: SELECT: one 8' [2438] x 18" [457.2] x 30" [762] scorer's table or one 6' [1829] x 18" [457.2] x 30" [762]. Table top shall be Gray textured blow molded polymer 2" [51] in thickness with eased edges for reduced pressure points and improved ergonomics. The Integral 16 Ga. cantilevered comfort C-style leg design provides ample clear space and stability during use and folds for ease of storage on the seating deck. The structure is finished in a speckled gray. The table is portable and may be used on any seating row or flat floor surface.

- U. Top Seat Flush Filler: Provide at top seat level a flush filler board mounted between top seat and rear wall. Flush filler board shall be constructed of 4/4" nominal thickness Southern pine Grade "B & B" clear urethane finished.
- V. Seat Numbers: Provide each polymer seat module with a 1 3/4" x 1 1/4" [45 x 32] oval etched Lexan plate. Easy to read black numerals will be on the plate fitted in a vandal resistant recess.
- W. Row Letters: Provide at each row end of polymer seat a 1 3/4" x 1 1/4" [45 x 32] oval etched Lexan plate with black numerals. Plates to be fitted flush in vandal resistant end cap recess.
- X. Poly Deck: Decking panel to be a 0.030" [1] thick high-density polyethylene overlay panel fabricated with a skid-resistant textured top surface permanently bonded to a Western Fir plywood substrate meeting the requirements of NBS PS-1-97. Panel thickness shall be 5/8" [16] with tongue and grooved edge joints and top polyethylene surface of textured gray color.
- Y. Full Section Permanent Truncation: Provide Full Section Permanent Truncation as indicated. Provide rigid 38" [965] high above truncated deck front rails with tubular supports attached to the front of the permanent truncation. Provide full height front closure panel from underside of truncated row to within 1 1/2" [38] from finished floor.
- Z. Safety Accessories: Provide the following safety features:
 1. Coin Round or Roll all edges of exposed metal on top and underneath Bleacher to eliminate sharp edges. Provide safety ease edges, coined edges, or rounded edges for the bleacher understructure components as follows. Diagonal or X braces and deck support or deck stabilizers. Systems provided with sharp edges or corners, to be rounded off in the field and field painted.
 2. Provide polymer end cap on nose metal at Bank ends to close off edges to prevent spectator injury.
 3. Provide polymer end cap on back of deck supports on 1st 7 Rows to prevent spectator injury.
 4. On 1st Row, provide front and side skirt boards anywhere there is an exposed end to prevent players/balls from sliding underneath the 1st Row.
 5. Provide metal cover over motor chains and wheels to protect chains from debris and provide a safety switch that if cover is taken off the power system will not work.
 6. Provide metal end deck cover on each row to cover exposed edge of plywood at the ends of the bleachers.
 7. Powered frames systems without a metal protective housing, covering drive chain and drive wheels are not permitted under this specification.
- AA. Rear Wall Column Cutouts: Provide custom bleacher cutouts at rear wall building columns. Top row(s) to be cutout and scribe fitted to meet wall column conditions, if needed.

ACCESSORIES | PERSONALIZATION and CREATIVITY ACCESSORIES and SOLUTIONS

- A. The Xtreme Graphic Logo is comprised of decorative artwork and/or text that has been permanently bonded to the front vertical surface of the bleacher seat modules. The artwork is ³tiled², a process whereby a single large graphic is segmented and applied in separate parts to individual seat modules, which, when viewed together as a whole become a unified piece of artwork, similar to a mosaic. The graphics are printed as full color CMYK pigmented resin and adhesive layer onto a 100UM polyester clear glossy release film (transfer sheet). The application process uses a combination of heat and pressure to activate the adhesive and permanently bond

the resin to the HDPE seat module. Once applied, the graphic cannot be removed from the seat module without damaging or destroying the seat module surface. Customer must provide vector-based digital artwork, and approved layout indicating tiled application to individual seat modules to be provided with bid.

B. CourtSide Graphic Logo

1. Decorative graphic logo that is applied to the integrally molded end cap recess area of the CourtSide 10 XC or 12XCS seat module.
2. Logo is approximately 4.7” [119] (h) x 3.5” [89] (w) w/full color CMYK vector art output on FujiFlex crystal archive printing material. (FujiFlex Specs. Available)
3. Color logo is laminated with a 5-mil Hard Guard Matte laminate (Specs. Available)
4. Laminated logo is bonded to a Flex-Con L – 606 laminating adhesive layer (Specs. Available)
5. Logo is trimmed to a precise custom cut shape with two mounting holes.

[Click here for CourtSide Graphic Logo Image:](#)

C. Step Sign Graphic Logo

1. Decorative graphic logos or text based graphic that are applied to the vertical surface of the front and intermediate aisle steps.
2. Graphics are printed on 5mil Polyester White Glossy Film.
3. Logo live area will vary based on bleacher riser height / step height and aisle step width specified on the project w/full color CMYK vector art output on laminated poly printing material. (FLEXmount Specs. Available upon request)
4. Full Color logo is laminated with a 5-mil Hard Guard Matte laminate (Specs. Available)
5. Laminated logo is bonded to a Flex-Con L – 606 laminating adhesive layer (Specs. Available)
6. Laminated Graphic Panels are applied to the step surfaces as identified on the graphic proof.

[Click here for StepSign Graphic Logo Image:](#)

D. Court Sign Graphic Logo

1. Decorative graphic logos or text based graphic that are applied to the vertical surface of the front skirt board.
2. Graphics are printed on 5mil Polyester White Glossy Film.
3. Logo live area will vary based on bleacher skirt board layout and section lengths specified on the project w/full color CMYK vector art output on laminated poly printing material. (FLEX mount Specs. Available upon request.
4. Full Color logo is laminated with a 5-mil Hard Guard Matte laminate (Specs. Available)
5. Laminated logo is bonded to a Flex-Con L – 606 laminating adhesive layer (Specs. Available)
6. Laminated Graphic Panels are applied to the skirt panel locations as identified on the graphic proof.

[Click here for Court Sign Graphic Logo Image:](#)

E. Clarin by Hussey Seating Portable Folding Chairs *or EQUAL*

1. Portable logo folding chairs for courtside seating, VIP seating sections, locker rooms, ADA seating, and more. Many models available.
2. Printed or embroidered logo(s) on seat back, double back, seat, gusset and more.

[Click here for Clarin Portable Chair Images:](#)

CourtSide XT (Seat Spacer)

3. Courtside XT Spacers are mounted between CourtSide XC10 or XCS12 seat modules.
4. Courtside XT Spacers provide additional 4-1/2" of clear space between Courtside seats.
5. CourtSide XT Spacers can be selected with an integral tray or 3" cup holder for enhanced spectator features.
6. CourtSide XT Spacer Attachment: Each polymer spacer shall be securely anchored by a 12 gauge steel clamp bracket that provides a steel-to-steel, through bolted attachment to the front nose beam of the bleacher. Attachment eliminates fore / aft movement of spacer on the nose beam.
7. Unit structural tested to 600 lbs static load in the center of the XT top surface.

[Click here for CourtSide XT Spacer Image:](#)

F. Full Bleed Graphic Vinyl End Closure Curtain

1. Provide closure curtains fabricated of vinyl-coated 14oz Polyester fabric on open ends of telescopic seating. Curtains to be permanently attached to wall or rear closure panel and secured to individual rows of seating. Curtain to open with seating unit into taught secure configuration and fold automatically as seating unit closes.
2. Curtain to have high resolution "full bleed" graphic logo or photograph located across entire visible surface area of the end curtain.

[Click here for Full Bleed End Closure Image:](#)

G. Custom Signature Logo

1. Factory or Dealer designed logo that incorporates school letters or graphical representation of school logo across the front of the bleachers.
2. Logo is visible when the bleachers are in the stored position.
3. Select up to three colors for maximum color contrast and creativity.

[Click here for Signature Logo Image:](#)

H. Colored Safety Rail Systems

1. Choose from 15 Standard colors.
2. Durable powder coated finish.
3. Add color on to Center Aisle Handrails, Self-Storing or Removable End Rails, Front Rails.

[Click here for Colored Safety Rail Image:](#)

I. Media Platforms | Portable or Semi-Permanent

1. Portable: 4' [1219] x 4' [1219] portable sections that can be located anywhere on the bleacher system. Portable sections can be ganged together to create larger video platform.
2. Semi-Permanent: 4' [1219] x 4' [1219] or 4' [1219] -8' [2438] wall attached sections that remain in place while bleacher is in the stored position. Semi-Permanent sections can be ganged together to create larger media platform.
3. Portable media platforms come with optional storage cart for easy transportation and setup.
4. Panelam (poly deck) finish.
5. Safety rails and steps (when required) are included.

[Click here for Media Platform Image:](#)

J. Extended 1st Row Integrated Team Seating

1. Row 1(one) to be 30", 32" or 33" row spacing for integrated seat and scorers seating.

- a. Courtside 10 XC or 12 XC polymer seat modules
- b. Courtside Spacer modules to be located between each seat module.
- c. Each Courtside seat module to have accompanying Contoured Folding backrest.
- d. Choose platform deck finish of UV clear coat or Panelam (polydeck) finish.

[Click here for Extended Integrated Team Seating Image:](#)

PART 3 – EXECUTION

3.01 EXAMINATION

Verification of Conditions: Verify area to receive telescoping gym seats are free of impediments interfering with installation and condition of installation substrates are acceptable to receive telescoping gym seats in accordance with telescoping gym seats manufacturer's recommendations. Do not commence installation until conditions are satisfactory.

3.02 DEMOLITION

Installer will demo existing bleacher system and discard from school campus.

3.03 INSTALLATION

A. Manufacturer's Recommendations: Comply with telescoping gym seats manufacturer's recommendations for product installation requirements.

B. General: Manufacturer's Certified Installers to install telescoping gym seats in accordance with manufacturer's installation instructions and final shop drawings. Provide accessories, anchors, fasteners, inserts and other items for installation of telescoping gym seats and for permanent attachment to adjoining construction.

3.04 ADJUSTMENT AND CLEANING

A. Adjustment: After installation completion, test and adjust each telescoping gym seats assembly to operate in compliance with manufacturer's operations manual.

B. Cleaning: Clean installed telescoping gym seats on both exposed and semi-exposed surfaces. Touch-up finishes restoring damage or soiled surfaces.

3.05 PROTECTION

General: Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer to ensure telescoping gym seats are without damage or deterioration at time of substantial completion.

END OF SECTION

PRICES FOR REPAIR OF BLEACHERS PER GYM and REPAIR SERVICES

Line #	ORG#					Equipment-Price	DISCOUNT % OFF PRICE LIST	Labor
1	003	S Garland HS	West Gym	Repairs				
2	009	Rowlett HS	Competition	Repairs				
3	010	Sachse HS	Competition	Repairs				
4	041	Austin Academy	Competition	Repairs				
5	042	Bussey MS	Competition	Repairs				
6	047	Brandenburg MS	Competition	Repairs				
7	048	Sellers MS	Competition	Repairs				
8	004	N Garland HS	Competition	Repairs				
9	TIME AND MATERIALS-Miscellaneous							
10	LABOR RATE FOR REPAIR SERVICES							
Provide Price to Repair based on Attachment 1b with Equipment/Parts and Labor								
RFP #471-16 Bleacher Replace and Repair								
								Page 2

ATTACHMENT 1b--

Garland ISD Bleacher Assessment

50 Pages

Garland ISD Bleacher Assessment

- Assessment of bleacher systems in the Garland Independent School District 12/6/2015. The condition of twenty four different sets of telescoping bleachers district wide were assessed.
- A detailed assessment for each bleacher system is attached along with pictures of specific concerns that are causing the bleachers to fail or areas that might be problematic in the future.
- Each bleacher system assessed was given a rating of poor, fair, good or excellent condition status.
- As a direct result of this status, each set was evaluated to either keep the system with limited repairs, to keep the system with immediate repairs, or to remove the system and replace it with new bleacher systems.

Garland ISD Bleacher Assessment 1

SCHOOL: GARLAND HIGH SCHOOL (OWLS) COMPETITION GYM

The bleacher system at Garland High school, in the competition gym, is a Hussey make of bleacher from approximately the 1960's era. This is a wooden set of bleachers that has one bank on each side of the gym. Bank 1 is ninety feet in length and bank two is ninety six feet in length. The bleachers are centered on the wall with both ends being open therefore needing a guardrail. This system has eleven rows and five sections on each side and is operated via motors. There are five motors and five drive wheels per side

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. There are several areas of concern with this bleacher system including broken seat boards, broken riser boards, several sharp or splintery edges from the wooden seats or metal frame, and missing hardware and seat braces. There are approximately six broken seat boards that pose a walking and splinter hazard. The seats are very uneven and most of them are loose due to missing hardware or wear and tear. There are approximately five broken riser boards that are dragging the floor causing damage. Most of the wood on this system is worn and splintery. The front hinges are bent or loose and not working correctly. This system also does not have a handrail for the aisles or a guardrail for the open sides. This is a definite safety hazard for students, employees and spectators.

Bleacher Understructure:

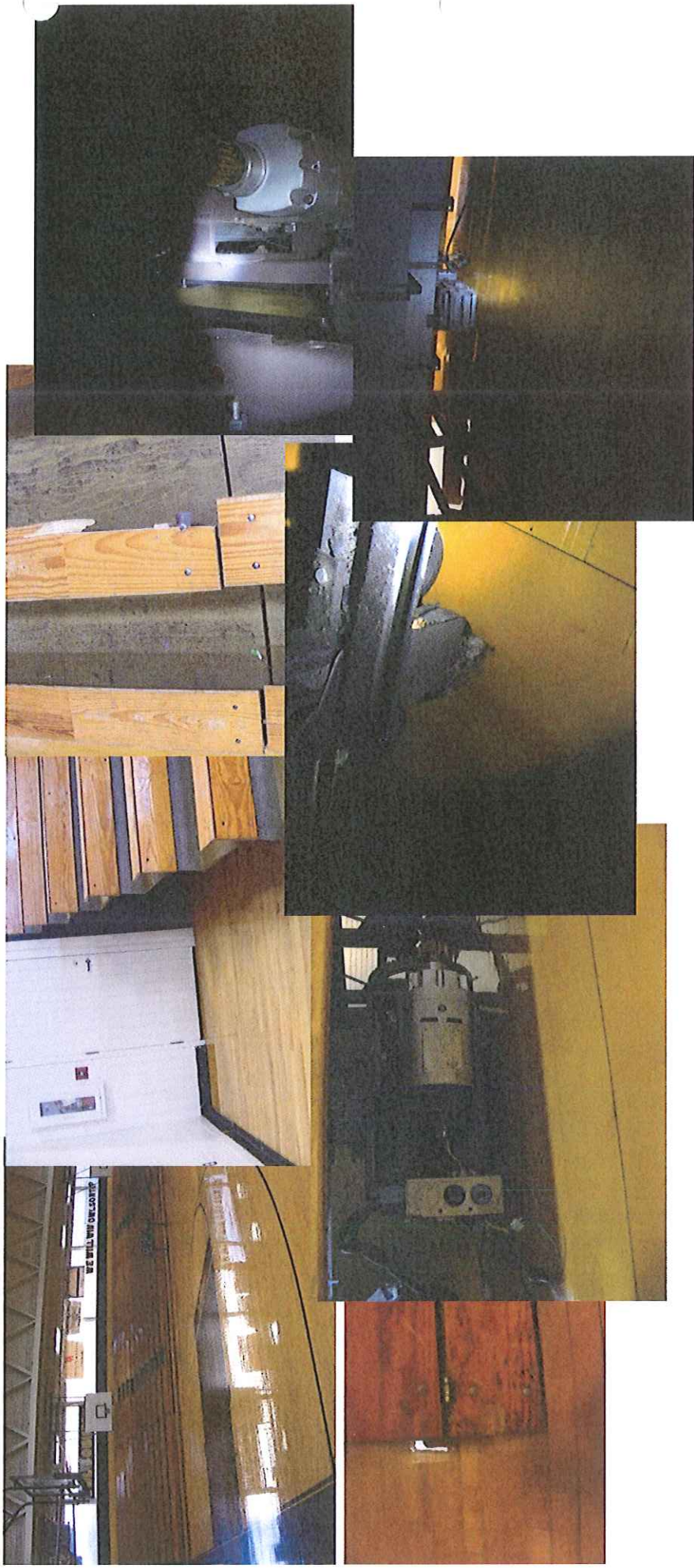
The understructure of this bleacher system was found in a dirty state. The tracks, track wheels and other moving parts were found to have a buildup of gum, dirt and other debris. This will place the moving parts in a bind and aide in the system not working properly or in the parts failing all together. This system was found to be secured to the floor and or wall properly. The motors were found without safety covers and some of the wires were hanging loose and need to be attached in a safe manner. The drive wheels were found to have very worn tread and will need to be replaced soon. The track wheels were found in bad condition. These wheels are very old and several are cracked. Most all the track wheels had trash stuck to them. All of the brakes, stops and locks have been worked on before and are failing again. The system does not seem to be locking in a stable position when telescoped in the outward position. This system has missing hardware and braces that could cause the system to fail structurally. The entire system has already been "Jack and Welded" and in my opinion is at the end of its life. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. The understructure and movement system of this bleacher system is in overall bad condition.

Recommendation:

This bleacher system does not telescope without the help of manual labor. Overall the bleacher system is in bad condition and is not in good working order or safe for students, staff or spectators. The power system and structural systems are failing causing the bleacher system not to work properly. Garland ISD has decided to remove the bleacher system at Garland High School in the competition gym and replace it with new bleachers.

Garland ISD Bleacher Assessment 1

SCHOOL: GARLAND HIGH SCHOOL (OWLS) COMPETITION GYM



Garland ISD Bleacher Assessment 2

SCHOOL: GARLAND HIGH SCHOOL (OWLS) DEBS GIRLS GYM

The bleacher system at Garland High school, in the DEBS girl's gym, is a Hussey make of bleacher from unknown year. This is a plastic set of bleachers that has one bank on one side of the gym. Bank one is sixty feet in length. The bleachers are centered on the wall with both ends being closed in via a wall. This system does not need a guardrail. This system has six rows and one continuous section and is operated manually. There are no motors on this system. This bleacher system rests on a concrete / tile floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. There are several areas of concern with this bleacher system including; broken seat modules, sharp areas from the broken seats either plastic or metal frame, loose deck planks, and missing hardware. There are approximately three broken seats that pose a walking and or hazard to the user. There are approximately two loose deck planks that could be hazardous to walk on. The front hinges are bent or loose and not working correctly. These are what unlock the braking system to help it to telescope correctly. This system does not have a handrail for the aisles and does not need a guardrail for the open sides because there are walls at both ends. Overall the top of this system is in fair condition but is older. It does telescope in a working condition but could be better with a little work.

Bleacher Understructure:

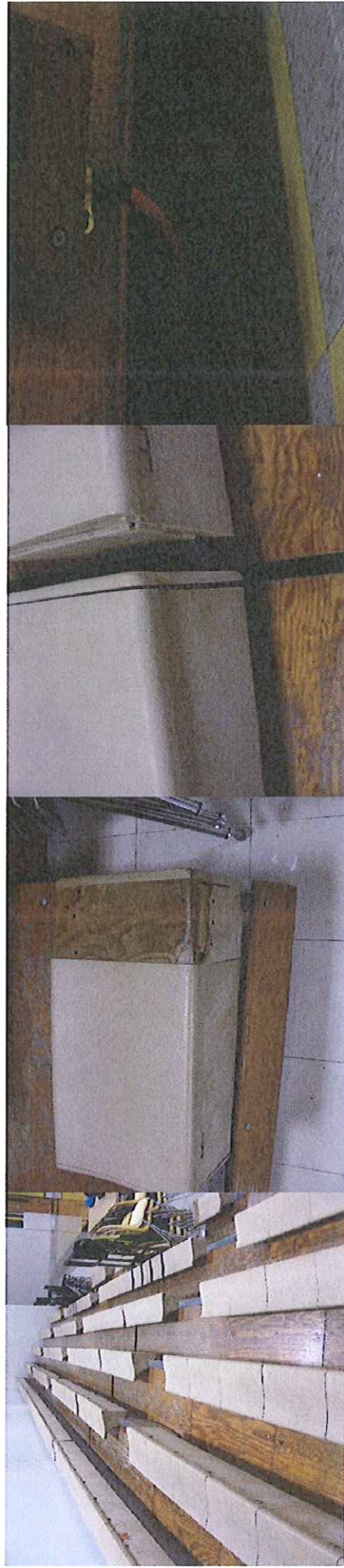
The understructure of this bleacher system was found in a dirty state. The tracks, track wheels and other moving parts were found to have a buildup of gum, dirt and other debris. This will place the moving parts in a bind and aide in the system not working properly or in the parts failing all together. This system was found to be secured to the floor and or wall properly. The track wheels were found in good condition. Most all the track wheels had debris stuck to them and would work better if cleaned. All of the brakes and stops seem to be working properly. The row locking system does not seem to be locking in a stable position when telescoped in the outward position. This could allow for the system to move backward when stepping up on the bleachers. This system has no visible broken welds that could cause a structural fail. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. This bleacher system seems to retract and extend in a correct manner. It could work better if it was cleaned, degreased and lubricated again.

Recommendation:

This bleacher system telescopes in a manner consistent with its age. Overall the bleacher system is in fair condition but needs immediate attention in order to be safe for students and spectators. Garland ISD has decided to replace the bleacher system in the DEBS Girls Gym.

Garland ISD Bleacher Assessment 2

SCHOOL: GARLAND HS (OWLS) DEBS GIRLS GYM



Garland ISD Bleacher Assessment 3

SCHOOL: BUSSEY MIDDLE SCHOOL (OWLETS) BOYS & GIRLS COMPETITION GYM

The bleacher system at Bussey Middle School, in the competition gym, is a Hussey make of bleacher from approximately the 1980's era. This is a plastic seat module set of bleachers that has one bank on one side of the gym. Bank one is sixty feet in length. The bleachers are centered on the wall with both ends being closed with a wall on each end. This system has nine rows and one continuous section and is operated via a motorized system. There is one motor, two drums and a track for movement. This bleacher system is resting on concrete and tile.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working condition. There are a few areas of concern with this bleacher system including broken riser boards, several sharp edges from the metal frame, and missing hardware. There are approximately three broken riser boards that pose a hazard. Those three broken riser boards are dragging the floor causing damage and posing a tripping hazard and a danger for someone getting cut. The front hinges on those riser boards are bent or loose and not working correctly. This needs to be addressed soon. This system does have a handrail for the aisles and is set at thirty inches. Overall the tops of the bleachers is in good condition but riser boards and hinges on the bottom row could pose a danger for students, staff and spectators.

Bleacher Understructure:

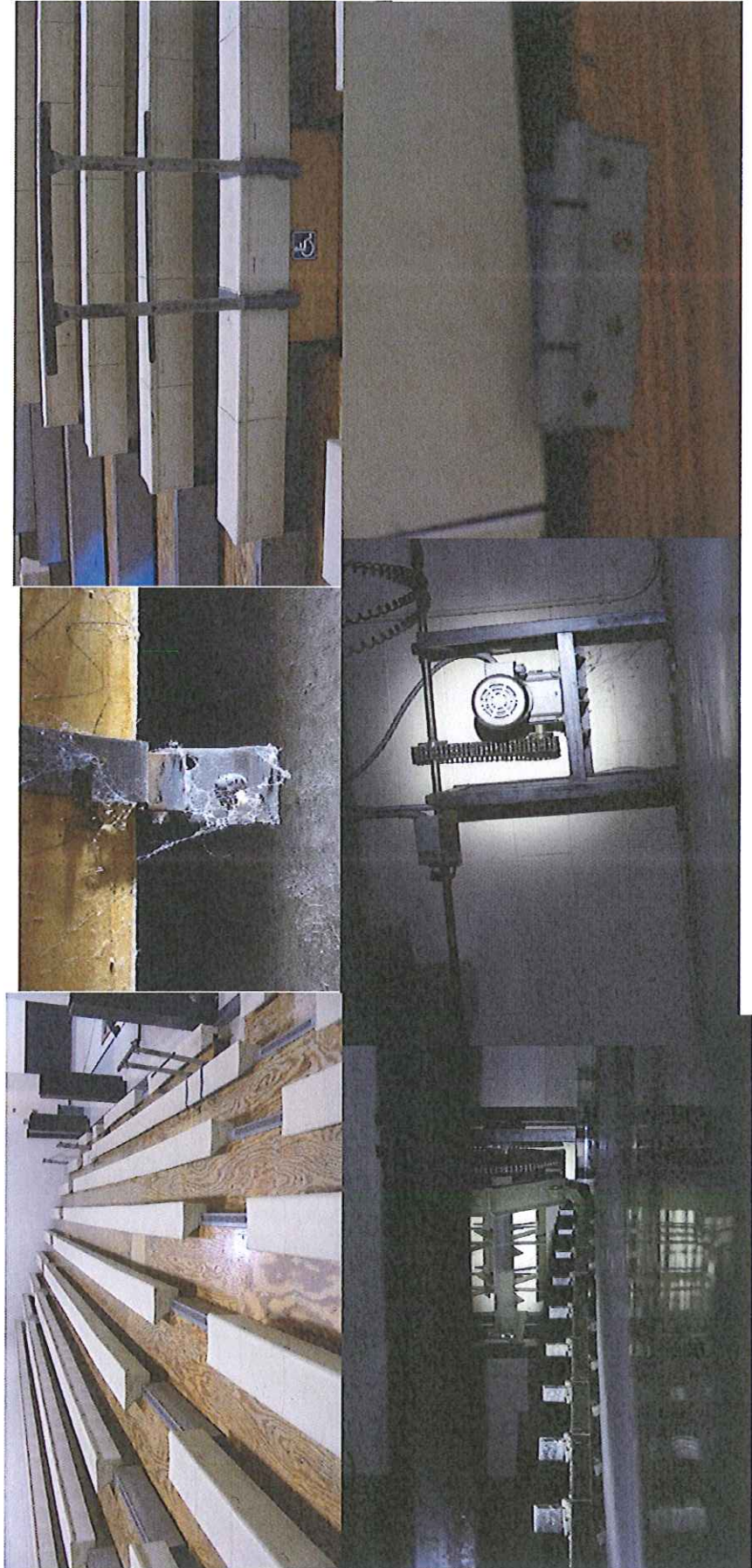
The understructure of this bleacher system was found in a clean state. The tracks, track wheels and other moving parts were found to have limited or no gum, dirt and other debris. This system is hard to access underneath and needs to be lubricated more often. This system was found to be secured to the floor and or wall properly. All of the wiring is secured properly and out of the way of moving parts. The motors were found in a safe working manner. The drive wheels were found to be in good condition. The track wheels were found in good condition. All of the brakes, stops and locks have been found in good and safe working condition. All the row interlocks seem to be working properly. The front hinges are broken and need replacing. This bleacher system extends and retracts consistent to the age of the bleacher system. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers.

Recommendation:

This bleacher system seems to telescope properly with the motorized system. Overall the bleacher system is in good condition. The power system and structural systems seem to work properly. Garland ISD has decided to keep the bleacher system at Bussey Middle School in the boys and girls competition gym and make necessary repairs.

Garland ISD Bleacher Assessment 3

SCHOOL: BUSSEY MIDDLE SCHOOL (OWLETS) BOYS & GIRLS COMPETITION GYM



Garland ISD Bleacher Assessment 4

SCHOOL-SELLERS MIDDLE SCHOOL COMPETITION GYM

The bleacher system at Sellers Middle School, in the competition gym, is a Hussey make of bleacher from approximately the 1980's era. This is a plastic seat module type of bleachers that has two banks on one side of the gym. Both banks are forty feet in length. The bleachers are centered on the wall with both ends being open therefore needing a guardrail. This system has ten rows on each bank and is operated via motors. There are six motors and twelve drive wheels on both banks

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working condition. There are several areas of concern with this bleacher system including broken seat modules, broken riser boards, several sharp edges from the broken seat or metal frame, and missing hardware and end covers. There are approximately one broken seat module that pose a hazard because of its shape edges. There are approximately one broken riser board that has some hardware missing from it as well. There is one handicapped guardrail missing from the system. This system does not have a handrail for the aisles. This system does have a guardrail for the open side set at four feet. The top area of these two banks are in overall good condition.

Bleacher Understructure:

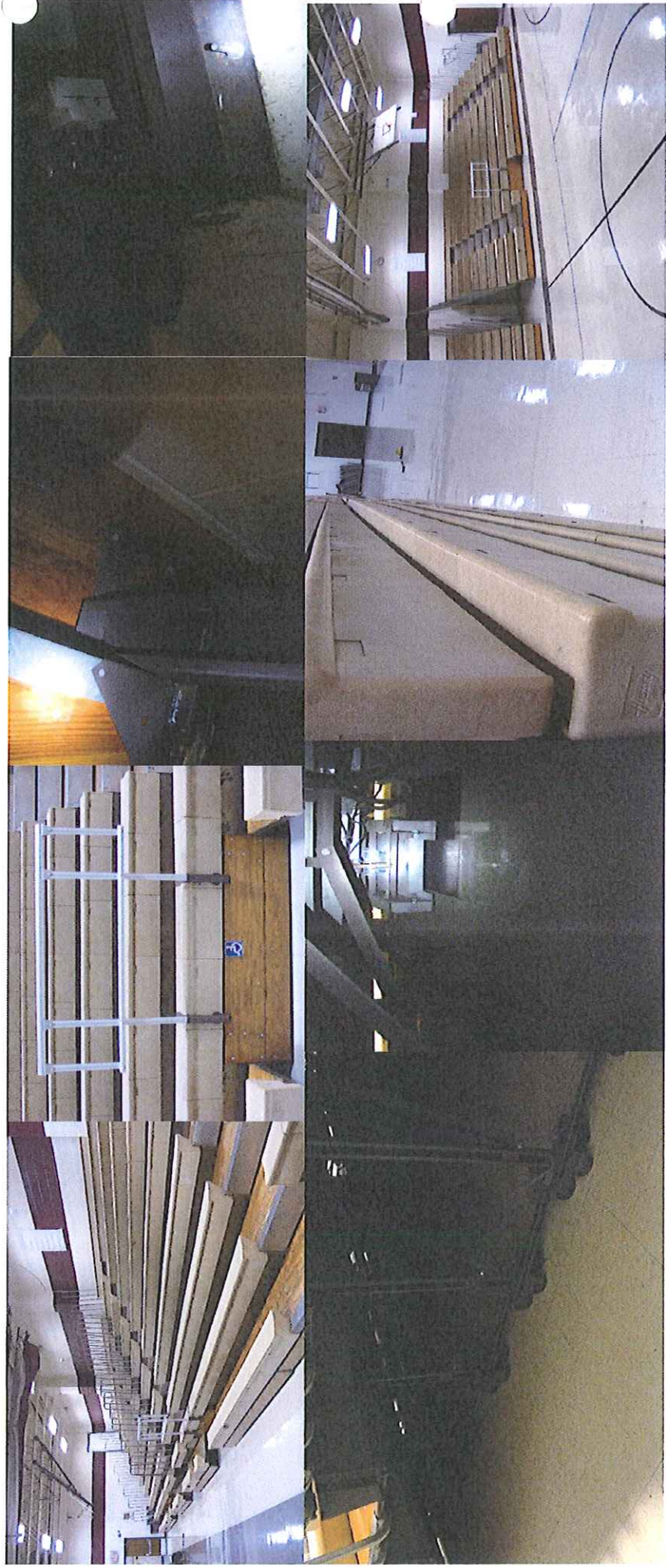
The understructure of this bleacher system was found in a relatively clean state. The tracks, track wheels and other moving parts were found NOT to have a buildup of gum, dirt and other debris. This system was found to be cleaned and lubricated in a proper manner. This system was found to be secured to the floor and or wall properly. The motors and electrical cords were all properly secured and were attached in a safe manner. The drive wheels were found to be in very good condition. The track wheels were also found in good condition. All of the brakes, stops and locks were in good working condition. The entire system has already been "Jack and Welded" and in my opinion, seems to still be working great. There are no visible broken welds, missing hardware or bracing. There is one catch in the middle track on the first bank causing it not to retract all the way. This does not seem to be causing any harm or structural disadvantages. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers.

Recommendation:

This bleacher system seems to be in great working order. Overall the bleacher system is in good shape and should be safe for students, staff and spectators. Garland ISD has decided to keep the bleacher system at Sellers Middle School in the competition gym and perform necessary repairs.

Garland ISD Bleacher Assessment 4

SCHOOL: SELLERS MIDDLE SCHOOL COMPETITION GYM



Garland ISD Bleacher Assessment 5

SCHOOL: HUDSON MIDDLE SCHOOL

The bleacher system at Hudson Middle School, in the competition gym, is a VOS make of bleacher from the 90's era. This is a plastic seat module type of bleachers that has one bank on one side of the gym. Bank one is eighty feet in length. The bleachers are centered on the wall with both ends being open needing a guardrail. This system has seven rows and one continuous section and is motorized. There are four motors and four drive wheels on this system. This bleacher system is resting on a concrete / tile floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working condition. There are several areas of concern with this bleacher system including: broken seat modules, sharp areas from the broken end caps and seat modules and missing hand rails. There are approximately fifteen broken or missing end caps. The front hinges are bent or loose and not working correctly. These are what unlock the braking system to help it to telescope correctly. This system does not have a handrail for the aisles but does have a guardrail for each end on the open sides. Overall the top of this system is in good condition. They have been painted grey and it looks are good. It does telescope in a working condition but could be better with a little work.

Bleacher Understructure:

The understructure of this bleacher system was found in a dirty state. The tracks, track wheels, drive wheels and other moving parts were found to have a buildup of gum, dirt and other debris. This will place the moving parts in a bind and aide in the system in not working properly or in the parts failing all together. This system was found to be secured to the floor and or wall properly. One of the electrical cords needs to be fastened to the system properly as not to get damaged in the telescoping process. The drive wheels are beginning to wear because of all the debris coming in contact with the wheels but still contain enough tread to work properly. The track wheels were found in a dirty condition. Most all the track wheels had debris stuck to them and would work better if cleaned. All of the stops seem to be working in a proper manner. The row locks need to be removed, repaired and then placed back on the system. This could allow for the system to move backward when stepping up on the bleachers or not lock into the proper position. This broken brake will also cause damage to the floor if moved before it is repaired. This system has no visible broken welds that could cause a structural failure. This bleacher system has been "jack and Welded" but the metal frame seems to be in good condition. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. This bleacher system could work better if it was cleaned, degreased, lubricated again and the brake was repaired.

Recommendation:

This bleacher system telescopes in a manner consistent with its age. Overall the bleacher system is in fair condition but needs immediate attention in order to be safe for students, staff and spectators. Garland ISD has decided to replace the bleacher system in the Garland High School in the competition gym.

Garland ISD Bleacher Assessment 5

SCHOOL: HUDSON MIDDLE SCHOOL



Garland ISD Bleacher Assessment 6

SCHOOL: SACHSE HIGH SCHOOL (PRACTICE / PE GYM)

The bleacher system at Sachse High school, in the practice gym, is a Kodiak make of bleacher from approximately 2002. This is a plastic seat module set of bleachers that has one bank on one side of the gym. Bank one is one hundred feet in length. The bleachers are behind the competition gym and both ends are open therefore needing a guardrail. This system has six rows and five sections on each side and is operated manually. This bleacher system is resting on a concrete/ tile floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working order. The bleacher system was found to have no broken seats or deck boards. We did however find some holes in some of the seats due to the bolts on the handicap rails. Approximately twenty four of the holes were found. These holes were not causing any problems except for the looks of the system. There are approximately four broken riser boards that are on the front row of each section that are damaged and hardware needs to be repaired. This system also does NOT have a handrail for the aisles but does have a guardrail for the open sides. Overall the tops of the bleacher system are in good condition and only needs a small amount of repairs.

Bleacher Understructure:

The understructure of this bleacher system was found in a dirty state. The tracks, track wheels and other moving parts were found to have a buildup of gum, dirt and other debris. This will place the moving parts in a bind and aide in the system not working properly or in the parts failing all together. The floor under the bleachers was also found to be in a dirty state causing the wheels to add to the dirt and debris buildup. This system was found to be secured to the floor and or wall properly. The track wheels were found in fair condition. All of the brakes, stops and locks seem to be in good working order. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. On the fourth section we found that the frame is bent on the left side and needs to be "jack and welded". In its current state the bleacher section is difficult to telescope outward causing the operator to have to lift up on the seats to make it work properly. Everything under the bleacher system needs to be cleaned, degreased and then lubricated. This system could work properly if these repairs were completed.

Recommendation:

This bleacher system needs some immediate repairs to work properly. Overall the bleacher system is in fair condition and is not in good working order or safe for the operator telescoping the bleachers. Garland ISD has decided to replace the bleacher system at Sachse High School in the practice/ PE gym.

Garland ISD Bleacher Assessment 6

SCHOOL: SACHSE HIGH SCHOOL (PRACTICE / PE GYM)



Garland ISD Bleacher Assessment 7

SCHOOL: SCHRADER MIDDLE SCHOOL-Competition Gym

The bleacher system at Schrade Middle school, in their gym, is a Folding Bleacher Company make of bleacher from an unknown era probable before the mid 1990's. This is a plastic seat module set of bleachers that has one bank on one side of the gym. Bank one is eighty five feet in length. The bleachers are in the center of the gym and both ends are open. This system has six rows and five sections on each side and is operated via motors. There are five motors and five drive wheels on this bleacher system. This bleacher system rests on a concrete / tile floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working order. We found several missing and or broken seats or end caps that are exposing the metal frame causing a hazard for getting cut or tearing clothes. There are also deck or floor boards that were found to have some damage as well. We did not find any obvious missing hardware or metal frame braces. This system also does NOT have a handrail for the aisles but does have a guardrail for the open sides. Overall the tops of the bleacher system are in good condition and only needs a small amount of repairs.

Bleacher Understructure:

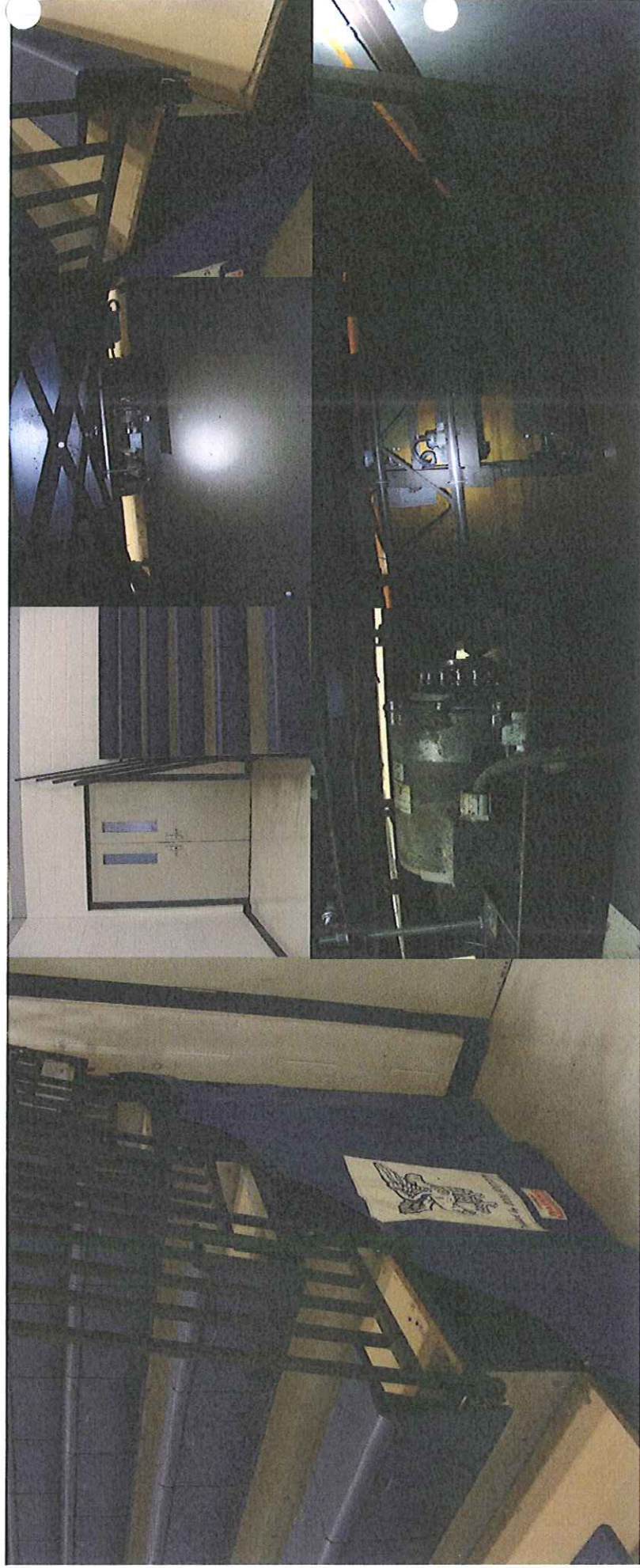
The understructure of this bleacher system was found in a dirty state. The tracks, track wheels and other moving parts were found to have a buildup of gum, dirt and other debris. This will place the moving parts in a bind and aide in the system not working properly or in the parts failing all together. This system needs to be cleaned, degreased and the lubricated thoroughly. This system was found to be secured to the floor and or wall properly. There were a few of the drive system cords that were found to be dragging the ground and need to be secured properly back to the system. We found that the last motor on the end closest to the locker room seems to have a reduction gear that is not working properly. The drive wheels attached to the motors seem to have sufficient tread to telescope the system properly but are getting to the point where they are low on tread. The track wheels were found in fair condition but are in major need of cleaning and greasing. All of the brakes, stops and locks seem to be in good working order. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. There was no obvious missing hardware or braces. Everything under the bleacher system need to be cleaned, degreased and then lubricated. This system could work properly if these repairs were completed.

Recommendation:

This bleacher system needs some immediate repairs to work properly. Overall the bleacher system is in fair condition and need to be cleaned, degreased and lubricated. To work properly some of the drive systems also need to be repaired. Garland ISD has decided to replace the bleacher system at Schrade Middle School competition gym.

Garland ISD Bleacher Assessment 7

SCHOOL: SCHRADER MIDDLE SCHOOL



Garland ISD Bleacher Assessment 8

SCHOOL: ROWLETT HIGH SCHOOL COMPETITION GYM

The bleacher system at Rowlett High School, in the competition gym, is an Interkal make of bleacher from an unknown era. This is a plastic seat module type of bleachers that has one bank on one side of the gym. Bank one is one hundred and two feet in length. The bleachers separate the competition gym from the practice gym. This system is open on both ends therefore needing a guardrail. This system has seventeen rows and three sections and is motorized. There are ten motors and twenty drive wheels on this system. This bleacher system is resting on a wooden floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working condition. There are several areas of concern with this bleacher system including; broken seat modules, sharp areas from the broken end caps and seat modules and missing hand rails. There are a few missing seats and several missing or broken end caps. This could be a tripping hazard if not repaired. We found several broken riser boards on this system that are in need of repair. All of the deck or floor boards seem to be in good condition. This system does not have a handrail for the aisles but does have a guardrail for each end on the open sides including the handicapped areas. Overall the top of this system is in good condition. It does telescope in a working condition and looks to be clean and newer looking.

Bleacher Understructure:

The understructure of this bleacher system was found in a relatively clean state. The tracks, track wheels, drive wheels, chains, bearings and other moving parts were found to be clean but in need of lubrication. This will place the moving parts in a bind and aide in the system in not working properly or in the parts failing all together. This system was found to be secured to the floor and or wall properly. All of the electrical cords seemed to be fastened to the system properly as not to get damaged in the telescoping process. The drive wheels are beginning to wear because of all the debris coming in contact with the wheels. The drive wheels look to be wearing on one side more quickly than the other. This may cause the system to not telescope correctly in the future. The track wheels were found in good condition. All of the stops seem to be working in a proper manner. This system has no visible broken welds that could cause a structural fail. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. This bleacher system could work better if it was cleaned, degreased, lubricated again but overall was in very good condition.

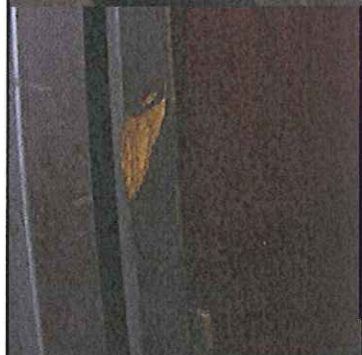
***Not related to the bleacher system working properly, we did find that there are several electrical boxes with no covers on them with direct access. This could be a shock hazard and needs attention in our opinion.

Recommendation:

This bleacher system telescopes in a manner consistent with its age. Overall the bleacher system is in very good condition but needs some attention in the future in order to prolong its life. Garland ISD has decided to keep the bleacher system at Rowlett High School in the competition gym and make necessary repairs to prolong this bleacher systems lifespan.

Garland ISD Bleacher Assessment 8

SCHOOL: ROWLETT HIGH SCHOOL COMPETITION GYM



Garland ISD Bleacher Assessment 9

SCHOOL: COYLE MIDDLE SCHOOL COMPETITION GYM

The bleacher system at Coyle Middle School, in the competition gym, is an Interkal make of bleacher from the 70's era. This is a plastic seat module type of bleacher that has one bank on one side of the gym. Bank one is seventy four feet in length. The bleachers are in the center of the gym and is open on both ends therefore needing a guardrail. The system has eleven rows and two sections and is motorized. There are four motors and four drive wheels on this system.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working condition. There are few areas of concern with this bleacher system including: broken seat modules, sharp areas from the broken seat modules and missing hand rails. There are approximately nine broken or missing seat. This could be a tripping and or cutting hazard if not repaired. All of the riser boards and deck boards on this system seem to be in good condition. This system does not have a handrail for the aisles but does have a guardrail for each end on the open sides. Overall the top of this system is in fair condition. This bleacher system does telescope in a working manner and looks to be fair condition but the front boards and walk boards need to be painted.

Bleacher Understructure:

The understructure of this bleacher system was found in a relatively dirty state. The tracks, track wheels, drive wheels, chains, bearings and other moving parts were found to be dirty and in need of degreasing, cleaning and lubrication. This will place the moving parts in a bind and aide in the system in not working properly or in the parts failing all together. This system was found to be secured to the floor and or wall properly. This structure has been "jack and welded" and seems to be holding really well. This system has no visible broken welds that could cause a structural fail. Some of the electrical cords were not fastened to the system properly and need to be fastened properly as not to get damaged in the telescoping process. The drive wheels are beginning to wear because of all the debris coming in contact with the wheels. The drive wheels, although wearing, are still in good working condition. At this time there was no excessive bleacher walking when telescoping. Section one wasn't in working condition and needs motor or electrical repairs. The fuse box was missing and wired direct. In our opinion this is not in the best interest of Garland ISD to have it work in this manner. Section one will probable work well when repairs are complete. Section two works in a manner consistent with its age but has fuse boxes. The track wheels were found in good condition. All of the stops seem to be working in a proper manner. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. This bleacher system could work better if it was cleaned, degreased, lubricated again but overall was in very good condition.

***Not related to the bleacher system working properly, we did find that there are several electrical boxes and motors with no covers on them with direct access. This could be a shock hazard and needs attention in our opinion.

Recommendation:

This bleacher system telescopes in a manner consistent with its age. Overall the bleacher system is in fair condition but needs some attention in the near future in order to prolong its life. Garland ISD has decided to replace the bleacher system at Coyle Middle School in the competition.

Garland ISD Bleacher Assessment 9

SCHOOL: COYLE MIDDLE SCHOOL COMPETITION GYM



Garland ISD Bleacher Assessment 10

SCHOOL: COYLE MIDDLE SCHOOL PE / PRACTICE GYM

The bleacher system at Coyle Middle School, in the PE / Practice gym, is a Kodiak make of bleacher from the 80's era. This is a plastic seat module type of bleacher that has one bank on one side of the gym. Bank one is eighty feet in length. The bleachers are in the center of the gym and is open on both ends therefore needing a guardrail. This system has five rows and four sections and is operated manually. This bleacher system rests on concrete/tile floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working condition. These bleachers are in very good condition and only one area for repairs. There are four bolts out on the front access boards where the hinges are located. All of the seats seem to be in good condition. All of the riser boards and deck boards on this system seem to be in good condition. This system does have a handrail for the aisles and does have a guardrail for each end on the open sides. The paint on this bleacher system looks to be in good condition. Overall the top of this system is in good condition.

Bleacher Understructure:

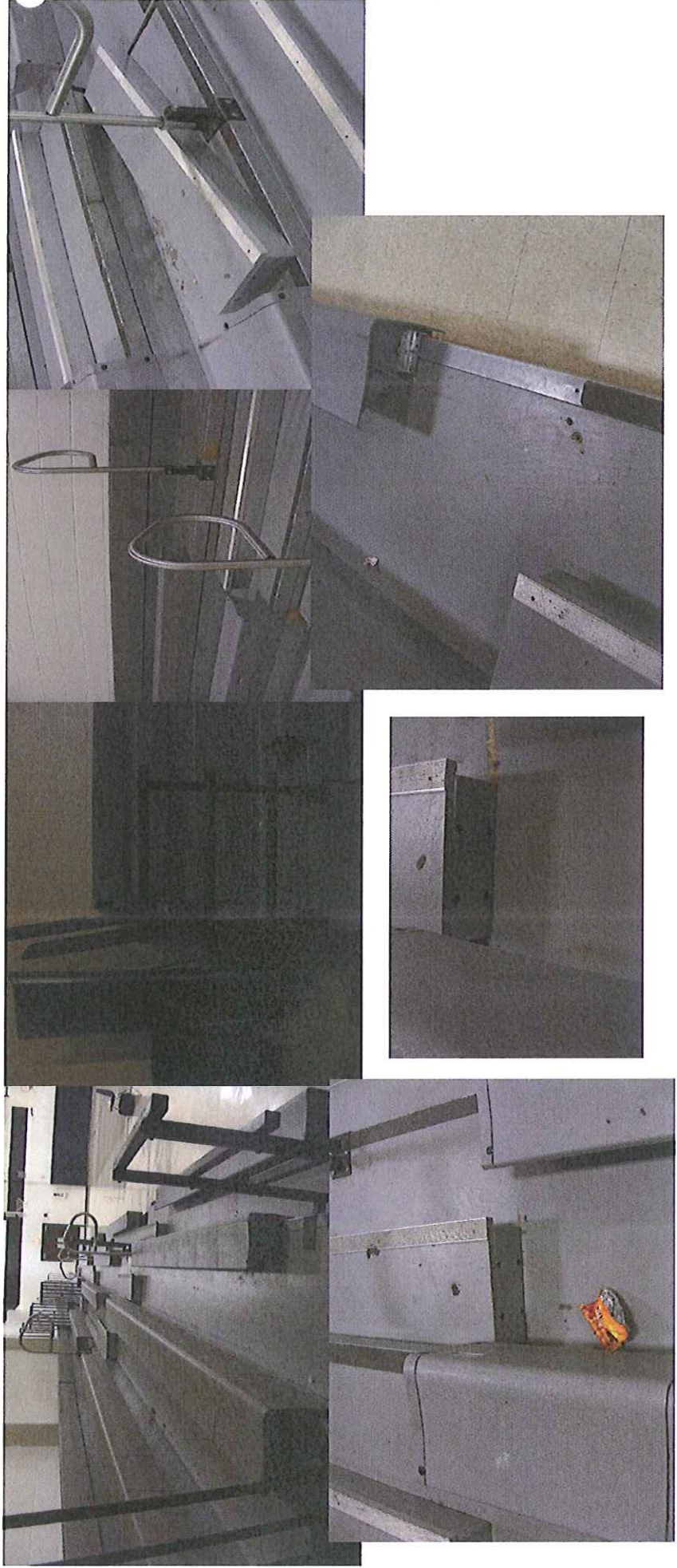
The understructure of this bleacher system was found in a relatively dirty state. The tracks, track wheels, drive wheels, chains, bearings and other moving parts were found to be dirty and in need of degreasing, cleaning and lubrication. This could place the moving parts in a bind and aide the system in not working properly or in the parts failing all together in the future. This system was found to be secured to the floor and or wall properly. The electrical cords were found to be fastened to the system properly. The track wheels were found to be dirty and in fair condition. All of the stops seem to be working in a proper manner. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. This bleacher system is in good condition but could work better if it was cleaned, degreased, lubricated.

Recommendation:

This bleacher system telescopes in a manner consistent with its age. Overall the bleacher system is in good condition but needs some attention in the future in order to prolong its life. Garland ISD has decided to replace the bleacher system at Coyle Middle School in the competition gym.

Garland ISD Bleacher Assessment 10

SCHOOL: COYLE MIDDLE SCHOOL PE / PRACTICE GYM



Garland ISD Bleacher Assessment 11

SCHOOL: LAKEVIEW PE GYM

The bleacher system at Lakeview School, in the PE gym, is a Hussey make of bleacher from the 60's era approximately. This is a wooden seat type of bleacher that has one bank on one side of the gym. Bank one is forty eight feet in length. The bleachers are in the center of the gym and is open on both ends therefore needing a guardrail. This system has five rows and three sections and is operated manually. This bleacher system is resting on a wooden floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in very bad condition. These bleachers are in very bad condition and have a few areas for concerns. We found that there was several areas with missing hardware. All of the seats are in usable but poor condition. All of the riser boards and deck boards on this system seem to be in usable but poor condition. This system does NOT have a handrail for the aisles and does NOT have a guardrail for each end on the open sides. This is very dangerous for anyone who uses this system and is a falling hazard.

Bleacher Understructure:

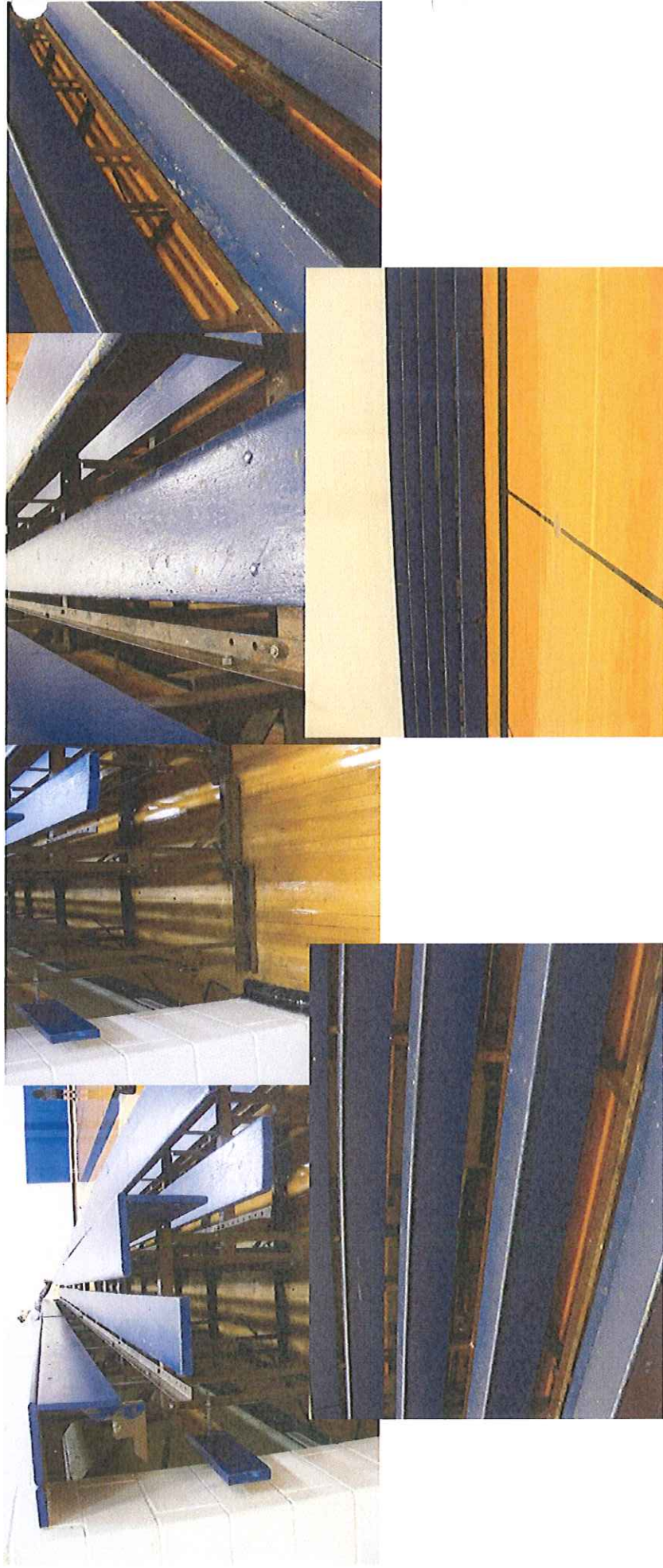
The understructure of this bleacher system was found in a relatively dirty state. The tracks, track wheels, drive wheels, chains, bearings and other moving parts were found to be dirty and in need of degreasing, cleaning and lubrication. This could place the moving parts in a bind and aide in the system in not working properly or in the parts failing all together in the future. This system was found to be secured to the floor and or wall properly. The track wheels were found to be dirty and in fair condition. All of the stops and locks were absent from the system making this system a danger for students, staff and spectators. There were several areas that were missing hardware that could pose a danger. There were no visible broken welds or missing bracing. Bleachers were found to have large openings below the riser board and the frame. These spaces were large enough for small children to fall through and need to be closed if used any longer. This is a major hazard and should be addressed immediately. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. This bleacher system is in very poor condition and needs to be removed and replaced with a new system.

Recommendation:

This bleacher system telescopes in a manner consistent with its age. Overall the bleacher system is in very poor condition and poses many hazards that could pose a danger to students, staff and spectators. Garland ISD has decided to remove the bleacher system at Lakeview School, in the PE gym, and replace it with new bleachers.

Garland ISD Bleacher Assessment 11

SCHOOL: LAKEVIEW PE GYM



Garland ISD Bleacher Assessment 12

SCHOOL: LYLES MIDDLE SCHOOL COMPETITION GYM

The bleacher system at Lyles Middle School, in the Competition gym, is a Hussey make of bleacher from the 80's era approximately. This is a plastic seat module type of bleacher that has one bank on one side of the gym. Bank one is eighty feet in length. The bleachers are in the center of the gym and is open on both ends therefore needing a guardrail. This system has seven rows and one continuous section and is motorized. This system uses four motors and eight drive wheels to operate this system. This bleacher system is resting on a wooden floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working condition. These bleachers are in fair condition and have a few areas for concerns. We found that there was several areas with missing hardware. There are about eight missing bolts on the front of the bleacher access panels. All of the seats on this system have been recently replaced. All of the riser boards and deck boards on this system seem to be in good condition. This system does NOT have a handrail for the aisles but does have a guardrail for each end on the open sides. The top of the bleacher seems to be in good overall condition

Bleacher Understructure:

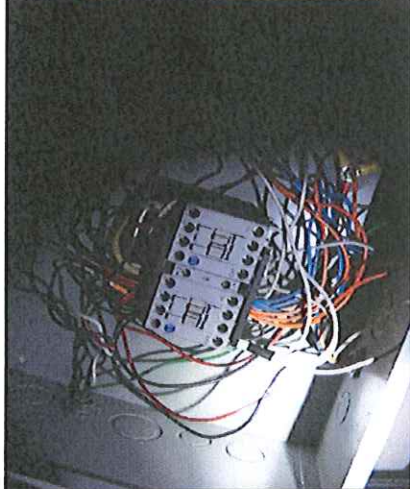
The understructure of this bleacher system was found in a relatively dirty state. The tracks, track wheels, drive wheels, chains, bearings and other moving parts were found to be dirty but had plenty of grease on moving parts. The system although greased needs to be cleaned, degreased and then lubricated once again. This could place the moving parts in a bind and aide in the system in not working properly or in the parts failing all together in the future. This system was found to be secured to the floor and or wall properly. We found that there were extra electrical cord laying on the floor that need to be secured to the bleacher system properly. The drive wheels were found to be in poor condition with lots of wear shown on the tread. One of the drive wheels is completely worn and needs to be replaced immediately. The track wheels were found to be good condition. All of the stops and locks were found to be in fair working condition. The limit switch is causing the system to stop before extending to proper position. This can cause a tripping hazard and weaken the structure and possibly cause failure. The system is not meant to carry the load unless fully extended in the outward position. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. The bleacher system had no visible broken welds. This bleacher system is in fair condition and needs immediate attention to the understructure and movement system.

Recommendation:

This bleacher system telescopes in a manner consistent with its age. The bleacher system has newer looking seating but overall the bleacher system is in fair condition and poses a few hazards. This system could be repaired but in our opinion but the cost to repair would be better invested in a new bleacher system. Garland ISD has decided to remove the bleacher system at Lyles Middle School in the competition gym and replace it with new.

Garland ISD Bleacher Assessment 12

SCHOOL: LYLES MIDDLE SCHOOL COMPETITION GYM



Garland ISD Bleacher Assessment 13

SCHOOL: O'BANION MIDDLE SCHOOL GYM

The bleacher system at O'Banion Middle School, in the gym, is an Interkal make of bleacher from the 70's era approximately. This is a plastic seat module type of bleacher that has one bank on one side of the gym. Bank one is eighty feet in length. The bleachers are in the center of the gym and is open on both ends therefore needing a guardrail. This system has ten rows and two sections and is motorized. This system uses four motors and eight drive wheels to operate this system. This bleacher system is resting on a wooden floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working condition. These bleachers are in very good condition and only has two areas for concern. We found that there were no areas with missing hardware. There are four missing or damaged seats or end caps on this system. No sharp edges result from the damaged seating. All of the riser boards and deck boards on this system seem to be in good condition. This system does NOT have a handrail for the aisles but does have a guardrail for each end on the open sides and the handicapped sections. The top of the bleacher seems to be in good overall condition.

Bleacher Understructure:

The understructure of this bleacher system was found in a relatively clean state. The tracks, track wheels, drive wheels, chains, bearings and other moving parts were found to be clean and lubricated properly. This system was found to be secured to the floor and or wall properly. We found that all electrical cords were secured to the bleacher system properly. The drive wheels were found to be in very good condition with plenty of tread. The track wheels were found to be good condition. All of the stops and locks were found to be in good condition with the exception of two that were missing. This does not seem to be causing a problem now but may in the future. In section one the two motor frames need to be adjusted where the front of the bleacher wheels are touching the floor to insure the front row does not move. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. The bleacher system had no visible broken welds or missing hardware. This bleacher system is in good condition but needs attention to the understructure and movement system in the future.

Recommendation:

This bleacher system telescopes in a manner that is better than generally seen at its age. Overall the bleacher system is in good condition. This system only needs a few repairs that would help it last for years to come. Garland ISD has decided to replace the bleacher system at O'Banion Middle School gym.

Garland ISD Bleacher Assessment 13

SCHOOL: O'BANION MIDDLE SCHOOL GYM



Garland ISD Bleacher Assessment 14

SCHOOL: BRANDENBURG BRAVES COMPETITION GYM

The bleacher system at Brandenburg School, in the competition gym, is a Hussey make of bleacher from the 70's era approximately. This is a plastic seat module type of bleacher that has one bank on one side of the gym. Bank one is eighty feet in length. The bleachers are in the center of the gym and is open on both ends therefore needing a guardrail. This system has ten rows and two sections and is motorized. This system uses six motors and twelve drive wheels to operate this system. This bleacher system is resting on a concrete tile floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working condition. These bleachers are in very good condition and only has two areas for concern. We found that there were no areas with missing hardware. There was one damaged seat or end caps on this system. No sharp edges resulted from the damaged seating. All of the riser boards and deck boards on this system seem to be in good condition. This system does NOT have a handrail for the aisles but does have a guardrail for each end on the open sides and the handicapped sections. The top of the bleacher seems to be in good overall condition being very clean and the wood on the system varnished.

Bleacher Understructure:

The understructure of this bleacher system was found in a relatively clean state. The tracks, track wheels, drive wheels, chains, bearings and other moving parts were found to be clean and lubricated properly. This system was found to be secured to the floor and or wall properly. We found that all electrical cords were secured to the bleacher system properly. The drive wheels were found to be in very good condition with plenty of tread. The track wheels were found to be in good condition. All of the stops and locks were found to be in good condition. The whole system has been "jack and welded" and seems to be holding really well. There is no obvious sagging or broken welds in the system. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. The bleacher system had no visible missing hardware. This bleacher system is in good condition and works very smoothly. This system needs no work as of now.

Recommendation:

This bleacher system telescopes in a manner that is better than generally seen at its age. Overall the bleacher system is in really good condition. This system only needs limited repairs that would help it last for years to come. Garland ISD has decided to keep the bleacher system at Brandenburg Middle School gym and repair.

Garland ISD Bleacher Assessment 14

SCHOOL: BRANDENBURG BRAVES COMPETITION GYM



Garland ISD Bleacher Assessment 15

SCHOOL: SOUTH GARLAND HIGH SCHOOL WEST GYM

The bleacher system at South Garland High School, in the West gym, is an Interkal make of bleacher from unknown era. This is a plastic seat module type of bleacher that has two banks on one side of the gym. Bank one is ninety two feet in length. The bleachers are in the center of the gym and is open on both ends therefore needing a guardrail. This system has seventeen rows and four sections per bank and is motorized. This system uses five motors and ten drive wheels to operate this system per bank. This bleacher system is resting on a concrete/ wood floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working condition. These bleachers are in very good condition and only has one area for concern. We found that there was no areas with missing hardware. There were no damaged seats or end caps on this system. No sharp edges were found on this system. All of the riser boards and deck boards on this system seem to be in good condition. This system does NOT have a handrail for the aisles but does have a guardrail for each end on the open sides and the handicapped sections. The top of the bleachers seem to be in excellent overall condition being very clean.

Bleacher Understructure:

The understructure of this bleacher system was found in a relatively clean state. The tracks, track wheels, drive wheels, chains, bearings and other moving parts were found to be clean and lubricated properly. This system was found to be secured to the floor and or wall properly. We found that all electrical cords were secured to the bleacher system properly. One or more of the electrical box covers were noted to be missing. The drive wheels were found to be in good condition with a few showing some wear. This is something to keep an eye on this for the future. The track wheels were found to be good condition. We found that two of the guide rods on bank one were missing. These need to be replaced so the bleachers will function properly in the future. All of the stops and locks were found to be in good condition. The whole system has been "jack and welded" and seems to be holding really well. There is no obvious sagging or broken welds in the system. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. The bleacher system had no visible missing hardware. This bleacher system is in good condition and works very smoothly. This system needs limited work as of now.

Recommendation:

This bleacher system telescopes in a manner that is better than generally seen at its age. Overall the bleacher system is in really good condition. This system only needs limited repairs that would help it last for years to come. Garland ISD has decided to keep the bleacher system at South Garland High School West gym and make necessary repairs.

Garland ISD Bleacher Assessment 15

SCHOOL: SOUTH GARLAND HIGH SCHOOL WEST GYM



Garland ISD Bleacher Assessment 16

SCHOOL: SOUTH GARLAND HIGH SCHOOL EAST GYM

The bleacher system at South Garland High School, in the East gym, is a Hussey Bleacher Company make of bleacher from and era probable in the 60's. This is a wooder style set of bleachers that has one bank on each side of the gym. Bank one and two are seventy feet in length. The bleachers are in the center of the gym and both ends are open therefore needing a guardrail. This system has nine rows and four sections on each side and is operated via motors. There are six motors and six drive tracks on each bank of this bleacher system. This bleacher system is resting on a wooden floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working order. The wood on the deck boards is in bad condition and is rough and pitted. These deck boards were also found to be very uneven and a hazard for walking. We found several missing and or broken seat boards that are cracked and or splitting. There are also several riser boards that are cracked or bowing. We did find several areas that had missing hardware. This system was found to have several bolts on the frame that were loose or missing. This system also does NOT have a handrail for the aisles but does have a guardrail for the open sides. The guardrail seem to be loose on some areas and needs to be secured tightly. Overall the tops of the bleacher system are in poor condition and needs a large amount of repairs.

Bleacher Understructure:

The understructure of this bleacher system was found in a dirty state. The tracks, track wheels and other moving parts were found to have a buildup of gum, dirt and other debris. This will place the moving parts in a bind and aide in the system not working properly or in the parts failing all together. This system needs to be cleaned, degreased and the lubricated thoroughly. This system was found to be secured to the floor and or wall properly. There were a few of the drive system cords that were found to be dragging the ground and need to be secured properly back to the system. Also several motors are missing and the wires are hanging loose. Some motors have been replaced but have extra wires hanging loose. The drive wheels attached to the motors need to be replaced. The track wheels were found in fair condition but are very old and in need of cleaning. All of the brakes, stops and locks seem to be in fair condition but need some repairs and several are bent or broken. There seems to be no visible missing hardware or bracing. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. This system has been "jack and welded" and is not holding as good as some of the others that were completed in this manner. There was no obvious missing hardware or braces. Everything under the bleacher system needs to be cleaned, degreased and then lubricated. This system is very old and has a poor drive system with missing or broken parts.

Recommendation:

The Overall condition of this bleacher system at South Garland High School East Gym is in very poor condition. There are too many broken parts or hazards to be worth the repairs in our opinion. If repairs were made this bleacher system still might not work properly. Garland ISD has decided to remove the bleacher system at South Garland High School East Gym and replace it with new.

Garland ISD Bleacher Assessment 16

SCHOOL: SOUTH GARLAND HIGH SCHOOL EAST GYM



Garland ISD Bleacher Assessment 17

SCHOOL: SACHSE HIGH SCHOOL COMPETITION GYM

The bleacher system at Sachse High School, in their Competition gym, is a Kodiak Bleacher Company make of bleacher from approximately 2002. This is a plastic seat module style set of bleacher that has one bank on one side of the gym. Bank one is one hundred feet in length. The bleachers are in the center of the gym across from the fixed concrete system and both ends are open therefore needing a guardrail. This system has seventeen rows and one continuous section and is operated via motors. There are five motors and twenty drive wheels that help move this bleacher system. This system is resting on a wooden floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working order. There were no broken or damaged seats, riser boards or deck boards found on this system. There were no sharp edges or danger spots found on this system. No loose or missing hardware was found on this system. This system also does NOT have a handrail for the aisles but does have a guardrail for the open sides. Overall the tops of the bleacher system are in excellent condition with seating still looking very new.

Bleacher Understructure:

The understructure of this bleacher system was found in a relatively clean state. The tracks, track wheels and other moving parts were found to be clear or buildup of gum, dirt and other debris. This system was found to be secured to the floor and or wall properly. All electrical cords were found properly secured to the bleacher system. The drive wheels and track wheels were found in good condition. All of the locks, stops and brakes seem to be in good working condition. There is a short in the plug where controller connects or in the outlet itself that keeps the controller from working properly. This issue needs to be addressed. We found no missing hardware or missing bracing. There were no visible broken welds or areas of concern. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. This system is in very excellent condition and needs very little repairs at this time.

Recommendation:

The Overall condition of this bleacher system at Sachse High School Competition Gym is in very excellent condition. There is only one item that needs attention at this time. Garland ISD has decided to keep the bleacher system at Sachse High School Competition Gym and perform necessary repairs.

Garland ISD Bleacher Assessment 17

SCHOOL: SACHSE HIGH SCHOOL COMPETITION GYM



Garland ISD Bleacher Assessment 18

SCHOOL: NAAMEN FOREST HIGH SCHOOL PRACTICE GYM

The bleacher system at NaAmen Forest High School, in their Competition gym, is a Hussey Bleacher Company make of bleacher from approximately 1988. This is a plastic seat module style set of bleacher that has one bank on one side of the gym. Bank one is one eighth feet in Length. The bleachers are in the center of the gym and both ends are open therefore needing a guardrail. This system has ten rows and one continuous section and is operated via motors. There are four motors and eight drive wheels that help move this bleacher system. This system is resting on a wooden floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps were found to be in need of repairs not be secured properly. There were four broken or damaged seat modules and or end caps found on this system. There were no sharp edges or danger area as a result of these damaged seats. There were no damaged riser or deck boards found. No loose or missing hardware was found on this system. This system also does NOT have a handrail for the aisles but does have a guardrail for the open sides. Overall the tops of the bleacher system are in good condition with a clean appearance.

Bleacher Understructure:

The understructure of this bleacher system was found in a dirty state. The tracks, track wheels and other moving parts were found to have a major buildup of gum, dirt and other debris. This system needs to be cleaned, degreased, and lubricated to help this system telescope properly. This system was found to be secured to the floor and or wall properly. Electrical cords were found to be hanging loose and NOT properly secured to the bleacher system. The drive wheels have major wear and are in need of being replaced. Track wheels were found in very bad condition and many of these need replacing. There bad wheels and no grease in the bearings seem to be causing excessive "walking" in the bleacher system as it extends and retracts. All of the locks, stops and brakes are in need of repairs and the back access board have some missing hardware causing it to drag the floor. There were several areas that had visible broken welds or areas of concern with the metal structure. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. This system seems to be having some electrical issues with the motors and fuses and needs to be checked by an electrician. This system is in fair to poor condition and needs major repairs at this time.

Recommendation:

The Overall condition of this bleacher system at NaAman Forest High School Practice Gym is in very poor condition. There many items that are in need of attention for repairs at this time. Garland ISD has decided to replace the bleacher system at Naaman High School Practice Gym.

Garland ISD Bleacher Assessment 18

SCHOOL: NAAMEN FOREST HIGH SCHOOL PRACTICE GYM



Garland ISD Bleacher Assessment 19

SCHOOL: WEBB MIDDLE SCHOOL COMPETITION GYM

The bleacher system at Webb Middle School, in the Competition gym, is a Hussey Bleacher Company make of bleacher from approximately 1975. This is a plastic seat module style set of bleacher that has one bank on one side of the gym. Bank one is one eighth feet in Length. The bleachers are in the center of the gym and both ends are open therefore needing a guardrail. This system has ten rows and two sections and is operated via motors. There are six motors and twelve drive wheels that help move this bleacher system. This system is resting on a concrete/ tile floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be somewhat dirty on the tops of the seats and floor boards. The aisles and steps were found to be in need of repairs and not secured properly. They were found to have missing or loose hardware. There were three broken or damaged seat modules or end caps found on this system. There were no sharp edges or danger area as a result of these damaged seats. There were no damaged riser or deck boards found. The access boards on the front of the system were missing bolts and were dragging the floor causing damage or a tripping hazard. This system also does NOT have a handrail for the aisles but does have a guardrail for the open sides. Overall the tops of the bleacher system are in fair condition but has a dirty appearance. The tops of this system needs cleaning, wood needs refinishing and some broken end caps and or seats need replacing.

Bleacher Understructure:

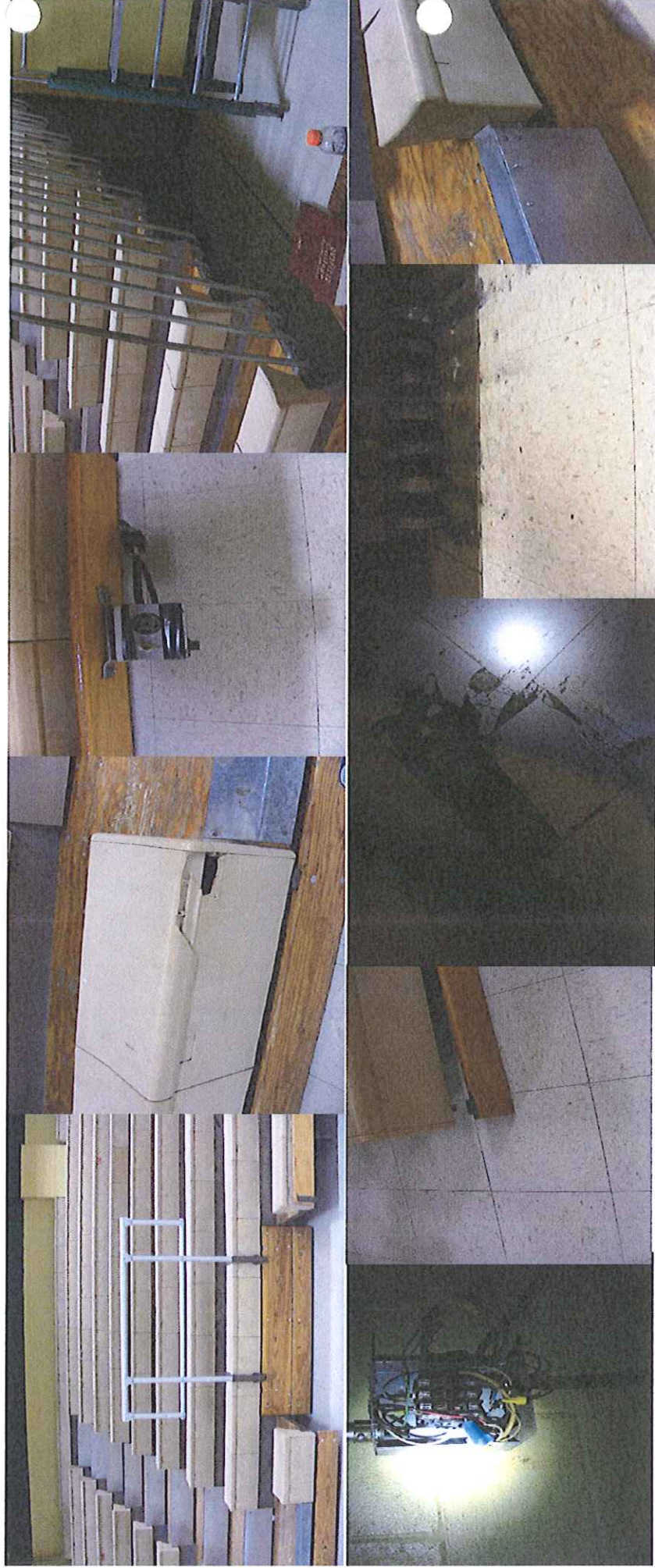
The understructure of this bleacher system was found in a somewhat dirty state. The tracks, track wheels and other moving parts were found to have some buildup of gum, dirt and other debris. This system needs to be cleaned, degreased, and lubricated to help this system telescope properly. This system was found to be secured to the floor and or wall properly. Electrical cords were found to be properly secured to the bleacher system. Some of the electrical access panels were found without covers. The drive wheels have some wear but are in usable condition. Track wheels were found in good condition but need cleaning. All of the locks, stops and brakes are in good working condition but need cleaning and lubrication. No broken welds were witnessed on this bleacher system. The aisles have some missing or loose hardware and the hinges on the front access boards are missing. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. This system is in good condition and needs a few repairs to help the system last longer.

Recommendation:

Overall, the condition of the bleacher system at Webb Middle School Gym is in good condition. This system is structurally sound and in good working order. Garland ISD has decided to replace the bleacher system at Webb Middle School Competition Gym.

Garland ISD Bleacher Assessment 19

SCHOOL: WEBB MIDDLE SCHOOL COMPETITION GYM



Garland ISD Bleacher Assessment 20

SCHOOL: NORTH GARLAND HIGH SCHOOL WEST GYM

The bleacher system at North Garland High School, in the West gym, is a Hussey Bleacher Company make of bleacher from approximately 1971. This is a wooden seat style of bleacher that has one bank on one side of the gym. Bank one is one sixty five feet in length. The bleachers are in the center of the gym and both ends are open therefore needing a guardrail. This system has four rows and four sections and is operated manually. This system is resting on a wooden floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be clean on the tops of the seats and floor boards. The aisles and steps were found to be in need of repairs not being secured properly. We found that there were several broken or loose seat boards. There were several sharp edges or danger area as a result of these damaged seats. There are many loose or missing bolts that secure the seats to the system. There were no damaged riser boards. There were several bolts that were missing from the deck boards making it unsafe. This system also does NOT have a handrail for the aisles and does NOT have a guardrail for the open sides. Overall the appearance of the tops of the bleacher system are in fair condition but it is very unsafe. The metal and structural system seems to be showing fatigue and is at the end of its life.

Bleacher Understructure:

The understructure of this bleacher system was found in a dirty state. The tracks, track wheels and other moving parts were found to have some buildup of gum, dirt and other debris. This system needs to be cleaned, degreased, and lubricated to help this system telescope properly. This system was found to be secured to the floor and or wall properly. All of the locks, stops and brakes are in bad working condition and most of the parts need to be adjusted or replaced. No broken welds were witnessed on this bleacher system. There are several areas that were found to have missing hardware. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. This system is very old and in bad condition.

Recommendation:

The Overall condition of this bleacher system at North Garland High School West Gym is in bad condition. Garland ISD has decided to remove the bleacher system at North Garland High School West Gym and replace it with new.

Garland ISD Bleacher Assessment 20

SCHOOL: NORTH GARLAND HIGH SCHOOL WEST GYM



Garland ISD Bleacher Assessment 21

SCHOOL: NORTH GARLAND HIGH SCHOOL COMPETITION GYM

The bleacher system at North Garland High School, in the Competition gym, is a Hussey Bleacher Company make of bleacher from approximately 1971. This is a plastic seat module style of bleacher that has two banks, one on each side of the gym. Bank one is one eighty five feet in length while bank two is eighty eight feet in length. The bleachers are in the center of the gym and both ends are open therefore needing a guardrail. This system has nine rows and four sections and is operated via motors. This system is resting on a wooden floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be clean on the tops of the seats and floor boards. The aisles and steps were found to be in good working condition. There were a few missing or loose bolts on the metal aisles that need to be repaired. We also found that there were some missing bolts on the hinges on the front access boards on the front of the bleacher system. We found that all seat modules, riser boards and deck boards were all in good working condition with no hazards. This system also does NOT have a handrail for the aisles but does have a guardrail for the open sides. Overall the appearance of the tops of the bleacher system are in good condition.

Bleacher Understructure:

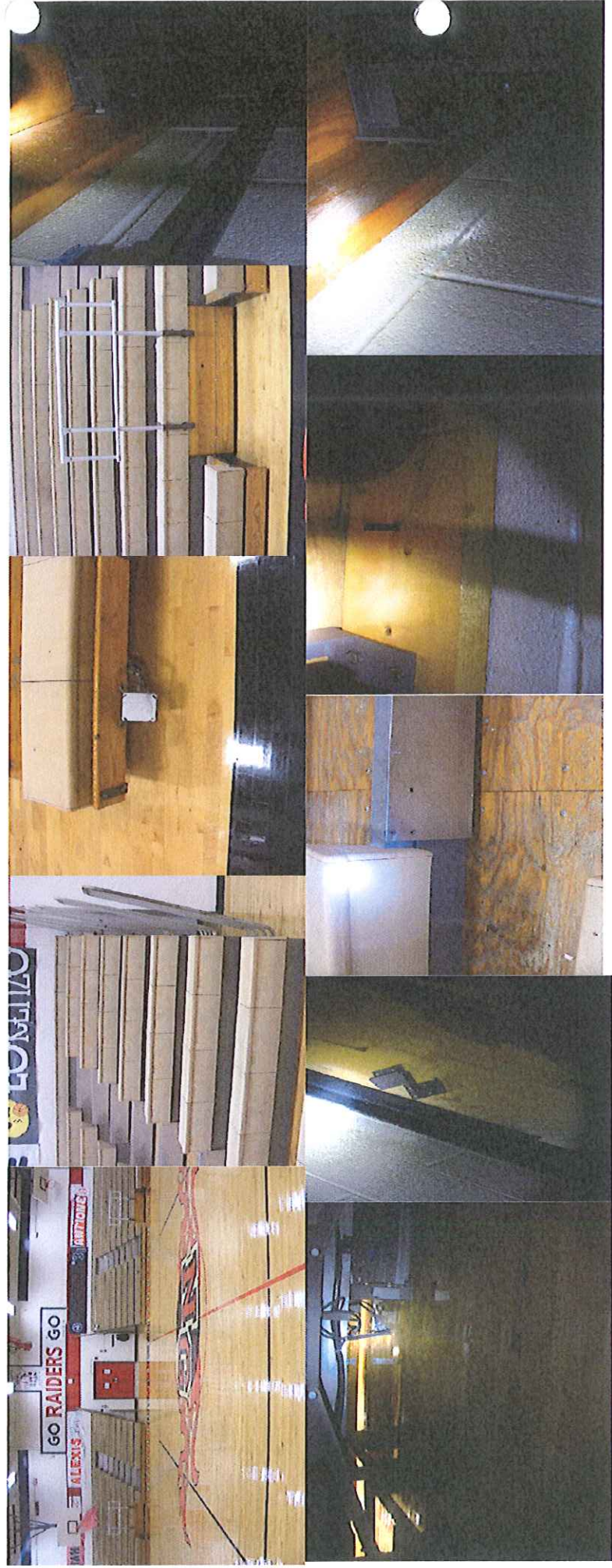
The understructure of this bleacher system was found in a clean state. The tracks, track wheels and other moving parts were found to have no buildup of gum, dirt and other debris. This system is cleaned, degreased, and lubricated properly. This system was found to be secured to the floor and or wall properly. All of the drive wheels and track wheels seem to be in good clean condition. There were several missing bolts that secure the braces in bank one section two. All of the locks, stops and brakes are in good working condition. This system has been completely "jack and welded" and no broken welds were witnessed on this bleacher system. Some of the wall anchors were found to be loose on bank two. These secure the bleachers to the wall and need to be repaired. Bleacher system seems to telescope properly and is in good condition. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. This system is in good condition and only needs a few repairs.

Recommendation:

The Overall condition of this bleacher system at North Garland High School in the Competition Gym is in good condition. Garland ISD has decided to keep the bleacher system at North Garland High School Competition Gym and perform minor necessary repairs.

Garland ISD Bleacher Assessment 21

SCHOOL: NORTH GARLAND HIGH SCHOOL COMPETITION GYM



Garland ISD Bleacher Assessment 22

SCHOOL: JACKSON MIDDLE SCHOOL GYM

The bleacher system at Jackson Middle School, in the gym, is an interkal make of bleacher from the 60's era approximately. This is a plastic seat module type of bleacher that has one bank on one side of the gym. Bank one is eighty feet in length. The bleachers are in the center of the gym and is open on both ends therefore needing a guardrail. This system has ten rows and two sections and is motorized. This system uses four motors and eight drive wheels to operate this system. This bleacher system rest on a concrete tile floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working condition. These bleachers are in good condition and only has two areas for concern. We found that there were a few areas with missing hardware. There were approximately sixteen missing or damaged end caps on the seating area on this system. No sharp edges result from the damaged seating. All of the riser boards and deck boards on this system seem to be in good condition. This system does NOT have a handrail for the aisles but does have a guardrail for each end on the open sides and the handicapped sections. The paint is wearing off of this system and could be repainted to help the looks of the system. The top of the bleacher system seems to be in good overall condition.

Bleacher Understructure:

The understructure of this bleacher system was found in a relatively clean state. The tracks, track wheels, drive wheels, chains, bearings and other moving parts were found to be dirty and in need of being cleaned, degreased and lubricated properly. This system was found to be secured to the floor and or wall properly. We found that all electrical cords were secured to the bleacher system properly. The drive wheels were found to be in good condition with plenty of tread. The track wheels were found to be good condition. All of the stops and locks were found to be in good condition. We found that there were several guide rods that were loose, broken or missing in section two. This section is having trouble retracting to full potential. The whole system has been "jack and welded" and seems to be holding really well. There is no obvious sagging or broken welds in the system except for the guide rods.. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. The bleacher system had no visible missing hardware. This bleacher system is in good condition overall and works well with the exception of section two. This system needs some work but should work well when repairs are finished.

Recommendation:

This bleacher system telescopes in a manner better than generally seen at its age. Overall the bleacher system is in good condition with the exception of section two. This system only needs limited repairs that would help it last for years to come. Garland ISD has decided to replace the bleacher system at Jackson Middle School gym.

Garland ISD Bleacher Assessment 22

SCHOOL: JACKSON MIDDLE SCHOOL GYM



Garland ISD Bleacher Assessment 23

SCHOOL: SAM HOUSTON MIDDLE SCHOOL GYM

The bleacher system at Sam Houston Middle School, in the gym, is an Interkal make of bleacher from the 60's era approximately. This is a plastic seat module type of bleacher that has one bank on one side of the gym. Bank one is sixty six feet in length. The bleachers are in the inset of the gym and is closed on both ends therefore not needing a guardrail. This system has seven rows and one continuous section and is motorized. This system uses three motors and three drive wheels to operate this system. This bleacher system is resting on a concrete tile floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working condition. These bleachers are in good condition but has a few areas of concern. We found that there were a few areas with missing hardware. There were approximately three missing or damaged seats and end caps on the seating area on this system. No sharp edges result from the damaged seating. All of the riser boards and deck boards on this system seem to be in good condition. The access boards on the fronts of the bleachers were found to have some missing hardware. This system does NOT have a handrail for the aisles and does not need a guardrail for each end. The top of the bleacher system seems to be in good overall condition needing just a few repairs.

Bleacher Understructure:

The understructure of this bleacher system was found in a relatively dirty state. The tracks, track wheels, drive wheels, chains, bearings and other moving parts were found to be dirty and in need of being cleaned, degreased and lubricated properly. This system was found to be secured to the floor and or wall properly. We found that most of the electrical cords were secured to the bleacher system properly with the exception of a few motor wires that are loose and hanging free. The drive wheels were found to be in good condition, with plenty of tread. The track wheels were found to be good condition. All of the stops and locks were found to be in good condition. We found that there are bolts missing in the front boards towards the bottom of the system. There is no obvious sagging or broken welds in the system. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. The bleacher system had no visible missing bracing or structural elements. This bleacher system is in good condition overall and will perform much better when cleaned and lubricated.

Recommendation:

This bleacher system telescopes in a manner that is better than generally seen at its age. Overall the bleacher system at Sam Houston Middle School is in good condition. This system only needs limited repairs that would help it last for years to come. Garland ISD has decided to replace the bleacher system at Sam Houston Middle School gym.

Garland ISD Bleacher Assessment 23

SCHOOL: SAM HOUSTON MIDDLE SCHOOL GYM



Garland ISD Bleacher Assessment 24

SCHOOL: AUSTIN ACADEMY SCHOOL GYM

The bleacher system at Austin Academy School, in the gym, is a Hussey make of bleacher from the 80's era approximately. This is a plastic seat module type of bleacher that has one bank on one side of the gym. Bank one is sixty feet in length. The bleacher system is in the inset of the gym and is closed on both ends therefore not needing a guardrail. This system has eight rows and one continuous section and is motorized. This system uses three motors and six drive wheels to operate this system. This bleacher system is resting on a concrete tile floor.

Bleacher Tops:

The aisles and rows of this bleacher system are clear of obvious debris and trash and seem to be kept clean on the tops of the seats and floor boards. The aisles and steps seem to be in safe working condition. These bleachers are in good condition but have a few areas of concern. We found that there were a few areas with missing hardware. There were a few missing bolt missing from the riser boards in the front of the bleacher system. We found that the seating in this system seems to be in good condition. All of the riser boards and deck boards on this system seem to be in good condition. This system does NOT have a handrail for the aisles and does not need a guardrail for each end but does for the handicapped sections. The top of the bleacher system seems to be in good overall condition needing just a few repairs.

Bleacher Understructure:

The understructure of this bleacher system was found in a relatively dirty state. The tracks, track wheels, drive wheels, chains, bearings and other moving parts were found to be dirty and in need of being cleaned, degreased and lubricated properly. This system was found to be secured to the floor and or wall properly. We found that some of the electrical cords needed to be secured to the bleacher system properly. Drive wheels were found to be in good condition with plenty of tread. The track wheels were found to be good condition except for the wheels in the front of the system. Most of these have been destroyed by chemical reaction. These wheels are in need of being replaced. This along with other factors could be causing the bleacher system to "walk" a little when the bleachers telescope to the outward position. All of the stops and locks were found to be in good condition. There is no obvious sagging or broken welds in the system. The floor under the bleacher system seems to be visibly level and not causing any harm to existing or future bleachers. The bleacher system had no visible missing bracing or structural elements that would cause concerns. This bleacher system is in good condition overall and will perform much better when cleaned and lubricated and repairs are made.

Recommendation:

This bleacher system telescopes in a manner better than generally seen at its age. Overall the bleacher system at Austin Academy School is in good condition. This system needs several repairs that would help it last for years to come. Garland ISD has decided to keep the bleacher system at Austin Academy School gym and preform necessary repairs.

Garland ISD Bleacher Assessment 24

SCHOOL: AUSTIN ACADEMY SCHOOL GYM



ATTACHMENT 2
FORMS TO SUBMIT

A. Forms to submit with proposal:

1. Proposal Form with all submittals as required for evaluation. (with all addenda acknowledged)
2. Attachments 1b, completed
3. Attachment 2
4. Attachment 3-Financial References
5. Attachment 4-Performance References
6. Schedule A-Deviation Compliance Form
7. Schedule B-Certification of Criminal History Check
8. Schedule C-Confidentiality Information Declaration
9. Schedule D-Certification Regarding Debarment, Suspension, Ineligibility
10. Schedule E-Hold Harmless Agreement
11. Schedule F-Clean Air and Clean Water Act
12. Schedule G-Certification Regarding Lobbying
13. Schedule L-Certificate of Non-Discrimination
14. Schedule N-Conflict of Interest Questionnaire

B. Forms to submit within specified time frame of award:

1. Insurance Certificates
2. Schedule I--HUB effort
3. Schedule J-Certificate of Interested Parties--HB 1295 – Registration and notarized form emailed within 10 days of notification of intent to award.
15. Schedule K—Vendor Direct Deposit Authorization (at such time awarded contractor(s) desire direct deposit)
16. Schedule M-Felony Conviction (not needed if a Corporation), Reference 2. Certifications.

**ATTACHMENT 3
FINANCIAL REFERENCES**

A. Dunn & Bradstreet information:

- a. Provide Dunn & Bradstreet number _____
- b. How long have you been a member _____
- c. DnBi rating _____

B. List below up to three (3) financial institutions for whom you have a financial relationship within the past 12 months.

1. Name _____
Street Address _____
City/State/Zip _____
Contact's Name _____
Contact's Email _____
Phone Number _____
Length of Relationship _____

2. Name _____
Street Address _____
City/State/Zip _____
Contact's Name _____
Contact's Email _____
Phone Number _____
Length of Relationship _____

3. Name _____
Street Address _____
City/State/Zip _____
Contact's Name _____
Contact's Email _____
Phone Number _____
Length of Relationship _____

**ATTACHMENT 4
PERFORMANCE REFERENCES**

List below three (3) institutions/companies for whom you have provided services in the past 12 months associated with the projects submitted.

1. Name _____
Street Address _____
City/State/Zip _____
Contact's Name _____
Contact's Email _____
Phone Number _____
Length of Relationship _____
Projects _____

2. Name _____
Street Address _____
City/State/Zip _____
Contact's Name _____
Contact's Email _____
Phone Number _____
Length of Relationship _____
Projects _____

3. Name _____
Street Address _____
City/State/Zip _____
Contact's Name _____
Contact's Email _____
Phone Number _____
Length of Relationship _____
Projects _____

SCHEDULE B

CERTIFICATION FOR CRIMINAL HISTORY CHECK IN COMPLIANCE WITH TEXAS EDUCATION CODE § 22.0834(A)

DEFINITIONS:

“Covered employee” - A “covered employee” is a person who is an employee, applicant, agent or Subcontractor of the Contractor or of any Subcontractor of the Contractor, if (a) the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in direct proximity to, one or more students.

“Direct contact with students”-The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial [the] opportunity for unsupervised interaction with a [an individual] student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial [the] opportunity for unsupervised contact with students, which might include [such as], without limitation, the provision of [individualized] coaching, tutoring, or other services to students.

“Disqualifying conviction” - A “disqualifying conviction” is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

On behalf of _____ (“Contractor”), I certify that [check one]:

None of Contractor’s employees are *covered employees*, as defined above. The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

Or

Some or all of Contractor’s employee are *covered employees*. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, as required in this RFQ, regarding its covered employees. None of the covered employees have disqualifying convictions.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so. Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature _____ Title _____ Date _____

SCHEDULE C

CONFIDENTIAL INFORMATION DECLARATION & COPYRIGHT AUTHORIZATION FORM

The bidder must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a bid that the bidder claims is confidential or proprietary. *Furnishing confidential or proprietary information is discouraged.* The Garland ISD cannot guarantee that the Garland ISD will be allowed to keep the information submitted confidential. The Garland ISD may reject as non-conforming any bid that contains confidentiality claims that the Garland ISD in its sole discretion considers vague or unreasonable.

All Invitations to Proposal and parts of bids that are not marked as confidential or proprietary will generally be considered public information once the contract is awarded. The Garland ISD assumes no liability or responsibility for release of any information not properly marked. The Garland ISD assumes no liability or responsibility for release of any information that is properly marked but is determined by the Texas Attorney General or a court of law to be subject to release. In the event that the Garland ISD receives a request for disclosure of material marked "confidential" or "proprietary", the Garland ISD may request a ruling from the Texas Attorney General concerning whether such material must be disclosed.

Proposals asserted to be copyright protected in their entirety are unacceptable and may, in the Garland ISD's sole discretion, be disqualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant Garland ISD authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the Garland ISD regarding the release of such copyrighted information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

- Contents of this document are NOT considered Confidential or Proprietary
- Contents of this document ARE considered Confidential or Proprietary. Please identify the pages and/or sections declared Confidential or Proprietary by properly marking the pages &/or sections as confidential or proprietary and listing them below:

The undersigned affirms that the Garland ISD assumes no liability/responsibility for the release of any information if this form is not properly completed, signed and the appropriate pages clearly marked as directed. The undersigned further grants authorization for the reproduction and release of any information asserted to be copyright protected in response to a request for information under the Texas Public Information Act, and waives any and all claims regarding the release of such information.

Printed Name

Signature

Title

Date

SCHEDULE D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read attached instructions on the following page.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature

Date

SCHEDULE D (continued)

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. By signing (above) and submitting this form, the prospective lower tier participant is providing certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

SCHEDULE E

HOLD HARMLESS AGREEMENT

The Contractor shall defend, indemnify, and hold harmless, Garland Independent School District and all of its trustees, officers, agents, and employees from and against all suits, actions, or claims of any character brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor or any agent, employee, subcontractor or supplier of Contractor in the execution or performance of the Contract for:

Designated as # **RFP 11-16**.

The Contractor shall also defend, indemnify and hold harmless Garland Independent School District and all of its trustees, officers, agents and employees, from and against claims by any subcontractor, supplier, laborer, materialman or mechanic for payment for work or materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not the Garland Independent School District for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

DATED this ____ day of _____, 2016.

CONTRACTOR

By: _____

Name

Title

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of

_____, 2016, by _____, a Texas

_____, on behalf of said _____

Notary Public, State of Texas

SCHEDULE F

CLEAN AIR AND WATER ACT

I, the Proposer, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102,

Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Proposer Name

Title of Authorized Representative

Mailing Address

Signature

SCHEDULE G

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 sub recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

SCHEDULE H

CH Local

Delegation of Authority

PURCHASING AND ACQUISITION CH (LOCAL)

The Board delegates to the Superintendent or purchasing director the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs, in the aggregate, \$75,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

EXCEPTIONS Renewal of contracts shall not require Board approval unless material changes occur after the initial approval.

The Board delegates to the Superintendent or purchasing director authority to accept or reject all bids and proposals for the purchase of food items.

A purchase utilizing an Interlocal contract, or a cooperative or state purchasing program approved by the Board, shall be approved by the Superintendent or purchasing director.

PURCHASING METHOD The Board delegates to the Superintendent or purchasing director the authority to determine the method of purchasing in accordance with CH (LEGAL).

COMPETITIVE BIDDING If competitive bidding is chosen as the purchasing method, the Superintendent or purchasing director shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

COMPETITIVE SEALED PROPOSALS

The District may reject any and all bids.

If competitive sealed proposals are chosen as the purchasing method, the Superintendent or purchasing director shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals.

UNSEALED
COMPETITIVE
PROPOSALS

A request for proposals may also be used as a procurement option to generate an unsealed competitive proposal. In this instance, the District may open the proposal upon receipt and begin the negotiation process for the goods or services. Results of such negotiations shall be made public after the contract has been awarded.

ELECTRONIC BIDS
OR PROPOSALS

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

The Board authorizes the use of Oracle iSourcing to transmit and receive electronic bids and proposals.

RESPONSIBILITY
FOR DEBTS

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

PURCHASE
COMMITMENTS

All purchase commitments shall be made by the Superintendent or purchasing director in accordance with administrative procedures, including the District's purchasing procedures.

PERSONAL
PURCHASES

District employees shall not be permitted to make purchases for personal use through the District's business office.

HISTORICALLY
UNDER-UTILIZED
BUSINESS
PROGRAM

The Board supports a historically under-utilized business program that ensures that the District will promote and encourage the participation of minority-owned businesses, women-owned businesses, and small businesses in the purchasing of all goods and services, including all construction services. The Superintendent and/or staff shall implement a business program to ensure that small, women-owned, and minority businesses are informed of current and future purchasing activities and that goals of this program are achieved.

IMPLEMENTATION

Nothing herein shall be construed to authorize or require expenditure of funds for goods and services apart from normal statutory purchasing processes.

DEFINITIONS

For the purpose of this action plan:

- "Small business" is defined as a concern that is independently owned and operated and that is not dominant in its field of operation. The business employs fewer than 50 employees and/or has less than \$3 million in annual business volume from this local operation.
- "Minority business" is a business concern that is at least 51 percent owned by one or more minority individual(s) or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more of

the minority individual(s) and whose management and daily business operations are controlled by one or more of the minority individual(s) who own it. "Minority individuals" means residents of the United States who are members of the following groups: African Americans, Hispanics, American Indians, Asian Americans, Alaska natives, Pacific Islanders, and other individuals found to be economically and socially disadvantaged by the Small Business Administration under section (a) of the Small Business Act.

- "Women business enterprise" means a business concern that follows the same guidelines as a minority business enterprise but that is owned by women.
- "Certification." Any business wishing to be identified by the District as a small, women-owned, or minority business shall be certified as such by either the state of Texas or the North Central Texas Regional Certification Agency.

SCHEDULE I

HISTORICALLY UNDER-UTILIZED BUSINESS PROGRAM

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Nothing herein shall be construed to authorize or require expenditure of funds for goods and services apart from normal statutory purchasing processes.

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For the purpose of this action plan:

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- “Minority business” is a business concern that is at least 51 percent owned by one or more minority individual(s) or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more of the minority individual(s) and whose management and daily business operations are controlled by one or more of the minority individual(s) who own it. “Minority individuals” means residents of the United States who are members of the following groups: African Americans, Hispanics, American Indians, Asian Americans, Alaska natives, Pacific Islanders, and other individuals found to be economically and socially disadvantaged by the Small Business Administration under section (a) of the Small Business Act.
- “Women business enterprise” means a business concern that follows the same guidelines as a minority business enterprise but that is owned by women.
- “Certification.” Any business wishing to be identified by the District as a small, women-owned, or minority business shall be certified as such by either the state of Texas or the North Central Texas Regional Certification Agency.

REPORTING

Although a HUB participation goal is not in place, GISD would like to record the participation achieved by suppliers/contractors providing services to GISD. A ‘Sub-contractor Listing and Utilization Form’ will be provided to document the HUB participation. The document shall reflect the number of HUBs contacted for pricing and shall be submitted upon request within three (3) calendar days. The form is not necessary if the successful offeror is a HUB. The certification forms are needed.

SCHEDULE J

CERTIFICATE OF INTERESTED PARTIES

Upon notification of intent to award, the person or entity submitting this proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016 by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at www.ethics.state.tx.us/index.html.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295 SCHEDULE 11	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party.			
6			
ADD ADDITIONAL PAGES AS NECESSARY			



SCHEDULE K

GARLAND INDEPENDENT SCHOOL DISTRICT

VENDOR DIRECT DEPOSIT AUTHORIZATION

VENDOR INFORMATION:

VENDOR NAME: _____ VENDOR #: _____

GISD INTERNAL USE ONLY

AUTHORIZED SIGNATURE: _____ ← SIGNATURE NEEDED

TIN/SOCIAL SECURITY NUMBER: _____

E-MAIL ADDRESS REQUIRED: _____ CONTACT PERSON: _____

- 1. AUTHORIZATION FOR DIRECT DEPOSIT** (attach a voided blank check - required).
(I hereby authorize the Garland Independent School District Accounting Services Office to deposit all payments from GISD to my financial institution (named below) electronically. I further understand and agree that GISD will reverse any payment made to my account in error. I authorized GISD to take any necessary action solely for the purpose of accomplishing any error reversal.)

TYPE OF ACCOUNT (choose only one) CHECKING SAVINGS

ABA ROUTING NUMBER _____

ACCOUNT NUMBER _____

INSTITUTION NAME _____

- 2. CANCELLATION OF DIRECT DEPOSIT**
I hereby cancel my prior authorization for direct deposit on my vendor payment. I understand that termination of such authorization may take up to 15 District business days from receipt.

- 3. CHANGE OF FINANCIAL INSTITUTION OR ACCOUNT NUMBER OR ABA BANK ROUTING NUMBER**
(attach a voided blank check - required)

TYPE OF ACCOUNT (choose only one) CHECKING SAVINGS

ABA ROUTING NUMBER _____

ACCOUNT NUMBER _____

FINANCIAL INSTITUTION NAME _____

ADDRESS _____

CITY _____ STATE _____



Mail complete form and voided check to : Garland ISD, P.O. Box 461228, Garland, TX 75046 or E-mail complete form to: Marianne Mackey at MMackey@garlandisd.net

SCHEDULE L

GARLAND INDEPENDENT SCHOOL DISTRICT
CERTIFICATE OF NON-DISCRIMINATION

In connection with the execution of this Contract, the Contractor shall fully comply with the District non- discrimination requirement cited below.

"The Garland Independent School District does not discriminate on the basis of sex, disability, race, religion, color, age, gender, sexual orientation, and/or national origin in the educational programs or activities which it operates, and it is required by Title IX, Section 504, Title VII, and the Americans With Disabilities Act not to discriminate in such a manner. This policy not to discriminate extends to employment in and admission to such programs and activities."

Submittal to District of reasonable evidence of discrimination will be grounds for Termination of the Agreement. This policy does not require the employment of unqualified persons.

By the signing of this Certificate, the Contractor signifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this proposed Contract. As used in this certification, the term 'segregated facilities' means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. It further agrees that (except where it obtained identical certifications from proposed consultants for specific time period) it will obtain identical certification from proposed Subcontractors prior to the award of a Contract exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods): **Notice to Prospective Subcontractors of requirement for certification of non-segregated facilities.** A certification of non-segregated facilities, as required by the May 19, 1967 Order (32 FR. 7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of a Contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.11."

By:

Signature:

(PRINT NAME OF PERSON SIGNING FOR CONTRACTOR)

(CONTRACTOR REPRESENTATIVE SIGNATURE)

Date:

Contractor:

SCHEDULE M

Texas Education Code, 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 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): _____

DATE: _____, _____

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:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ
SCHEDULE N

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.005(a).

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

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

OFFICE USE ONLY

Date Received

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

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

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

 Name of Officer

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

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

Yes No

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

Yes No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date

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

7

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) The local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit A – Sample Agreement



Garland Independent School District

Contract

For

Bleacher Replace and Repair

RFP# 471-16

**Garland ISD Purchasing Construction Bond Department
ATTN: NANCY NUNEZ,
Purchasing Construction Bond Specialist
Marvin Padgett Auxiliary Services Center
701 N. First Street
Garland, Texas 75040**

This Agreement between Garland independent school district ("Owner" or "District"), a local political subdivision of the state of Texas and [insert legal name of Contractor] is made and entered into as of [insert date].

RECITALS:

Whereas, District desires to retain a person or firm to provide the following services:

Bleacher Replace and Repair, in accordance with RFP #471-16; and

Whereas, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by the District, the parties agree to the following:

1. **Scope of Services.**

- a. The scope of the services shall include installation and repair of bleacher solutions for various gyms at Garland ISD schools hereto and made a part hereof for all purposes. Services to include:

Services as related to Bleacher Replace and Repair as identified in RFP# 471-16.

2. **Term of Agreement.** Length of this Agreement shall be for a maximum period of one (1) year from the date of award, with the option to renew annually for three (3) additional, one (1) year terms.

3. **Bleacher Replace and Repair Duties and Representations.**

- a. Notwithstanding anything to the contrary contained in this Agreement, District and Contractor agree and acknowledge that District is entering into this Agreement in reliance on Contractor's special and unique abilities with respect to performing the Services, and Contractor's special and unique abilities with respect to **Bleacher Replace and Repair**. The Contractor accepts the relationship of trust and confidence established between it and the District by this Agreement. Contractor covenants with District to use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of District in accordance with District's requirements and procedures, in accordance with the highest standards of Hazardous Material profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Contractor warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Services.
- b. The Contractor represents, and agrees that all persons connected with the Company directly in charge of the Services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
- c. The Contractor agrees to furnish efficient business administration and perform the Services in the most expeditious and economical manner consistent with the interests of District.
- d. Contractor warrants, represents, and agrees that (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership,

or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

- e. Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligation hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.
- f. Except for the obligation of District to pay Contractor certain fees and expenses pursuant to the terms of this Agreement, District shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of District to Contractor for payment pursuant to this agreement, no present or future partner or affiliate of District or any agent, officer, director, employee, or trustee of the District, or anyone claiming under District has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

4. **The Contract Sum.**

The District shall pay Contractor in current year fiscal funds for the performance of the Services as set forth in this Agreement when a scope of service is awarded based on the fee schedule provided in RFP# 471-16.

5. **Payment Terms.**

- a. Absent any provision to the contrary, District shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor hereunder if any one or more of the following conditions precedent exist:
 - (1) Contractor is in breach or default under this Agreement;
 - (2) Any part of such payment is attributable to Services which is not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which is performed in accordance with this Agreement;
 - (3) Contractor has failed to make payments promptly to its subcontractors or other third parties used in connection with the Services for which District has made payment to Contractor; or
 - (4) If District, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Contractor hereunder unless and until Contractor, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by District to be sufficient to so complete the Services.
- b. No partial payment made hereunder shall be construed to be final acceptance or approval of that part of the Services to which such partial payment relates nor shall it relieve Contractor of any of its obligations hereunder with respect thereto.

- c. Contractor shall promptly pay all bills for services performed and furnished by others in connection with the performance of the Services.
- d. Contractor shall maintain on a current basis complete books and records relating to this agreement. Such records shall include, but not be limited to, documents supporting all bids, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services on this contract. In addition, Contractor shall maintain detailed payroll record including all subsistence, travel and field expenses, canceled checks and receipts and invoices for all items. These documents and records shall be retained for at least four years from the completion of this contract. Contractor will permit District to audit all books, accounts or record relating to this contract or all books, accounts or record of any business entities controlled by Contractor that participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at District's option; another location. Contractor shall provide all books and records within fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously paid to the Contractor or charged to the District. If District ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the contract amount, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.
- e. District shall have the right to verify the details set forth in Contractor's billings, certificates, and statements, either before or after payment therefor, by (1) inspecting the books and records of Contractor at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Contractor's business employees; (4) visiting any place where performance of all or a portion of the Project occurs; and (5) other reasonable action.
- f. In the event a federal grant or other federal financing participates in the funding of this Project, the Contractor shall permit access to and grant any federal representatives the right to examine his books covering his services under this Agreement. The Contractor shall comply with federal requirements as they relate to all services assigned and performed.
- g. For purposes of Texas Government Code §§ 2251.021(a)(1) and 2251.021(a)(2), the date the performance of service is completed, is the date when the District's representative approves the invoice.
- h. For work issued by Purchase Order (PO), Garland ISD provides the firm to be paid via ACH. Garland ISD will make all payments via ACH. Awarded supplier will be required to submit banking information on a form provided at: http://www.garlandisd.net/departments/business_operations/index.asp. Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:
- (1) Invoice is received at the address indicated on the purchase order.
 - (2) Pricing on the invoice matches the price on the purchase order.
 - (3) Includes a description of the goods or services furnished, the purchase order number, invoice number, and any applicable cash discount.
 - (4) Quantities on the invoice do not exceed those specified on the Purchase Order.
 - (5) Unique invoice number used for each billing.
 - (6) Merchandise has been shipped.

- (7) Description of goods and services on the invoice shall match the description on the Purchase Order.
- (8) Dates of Service
- (9) Name of Contractor personnel on site
- (10) Personnel Discipline/Category (REF: Fee Schedule)
- (11) Hours worked

6. **Ownership and Use of Documents.**

- a. All documents and materials particular to the Services prepared by Contractor or Contractor's subcontractors ("Services Material"), are the property of the District and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- b. Except for such Services Material which is intended to be made public as part of the Project, Contractor shall treat all such Services Material as confidential, and Contractor shall neither use any such Services Material or copies thereof on other services nor disclose such material or information to any other party without District's prior written approval.

7. **Default and Termination.**

- a. In the event of substantial failure by a party hereunder to perform in accordance with the terms herein, the other party may terminate this Agreement upon fifteen (15) days' written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of the terminating party. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen day period.
- b. District may, without cause, terminate this Agreement at any time upon giving thirty (30) days' advance written notice to the Contractor. Upon termination pursuant to this paragraph, the Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided the Contractor shall have delivered to District such statements, accounts, reports and other materials as required by clause (d) below, and provided that Contractor shall have delivered to District all reports, documents and other materials prepared by Contractor prior to termination. District shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of the termination notice.
- c. As of the date of termination of this Agreement, Contractor shall furnish to District all statements, accounts, reports, and other materials as are required hereunder or as have been prepared by Contractor in connection with its responsibilities hereunder. District shall have the right to use the ideas and designs therein contained for the completion of the services hereunder or otherwise. In the event of termination of this Agreement or upon completion of the services hereunder, the District may, at all times, retain the originals of all such materials. All such materials are the property of the District. They are not to be used by any person other than the District on other projects unless expressly authorized by the District.
- d. If Contractor fails to cure any default hereunder within fifteen (15) days after receiving written notice of such default, District shall be entitled, but shall not be obligated, to cure any such default and shall have the right to offset against all amounts due to Contractor hereunder, any and all reasonable expenses incurred in connection with such curative actions.

8. **Indemnification.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONTRACTORS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS MEMBERS OF THE BOARD OF TRUSTEES, ADMINISTRATORS, OTHER EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY PROPOSER PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.

9. **Independent Contractor.**

Contractor recognizes that it is engaged as an independent contractor and acknowledges that District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of District, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of District, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

10. **Insurance.**

The Firm shall purchase and maintain, in a company or companies licensed to do business in the State of Texas, such insurance as will protect the Firm and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The firm shall file with the Director of Purchasing, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection. The Firm shall, during the performance of this Agreement, keep in force the following insurance:

- ◆ Professional Liability , \$1,000,000 each occurrence, \$2,000,000 aggregate
- ◆ Texas Workers' Compensation at the Statute Limit with \$1,000,000 Employer's Liability (if firm has employees)
- ◆ Auto Liability, \$500,000 combined single limit.

- a. All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

- b. Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District. Firm shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.
- c. The Certificate of Insurance must be presented prior to start of service. The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

11. Miscellaneous.

- a. Assignment. This Agreement for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by District. The Contractor shall not subcontract any portion of the services required by this Contract without prior written approval of the District except for any subcontract services identified herein.
- b. Compliance with Applicable Laws and District Policies. The Contractor shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this contract. Such laws may include, but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA). District policies may be obtained at http://www.garlandisd.net/about/board_of_trustees/index.asp under Board of Trustees/District Policies.
- c. Texas Public Information Act. Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are excepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form.

In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request an opinion from the Texas Attorney General concerning whether such material must be disclosed. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

d. Suspension of the Services for the Convenience of the District.

District may, without cause, order the Contractor in writing to suspend, delay or interrupt the Services in whole or in part for such time period as District may determine. Contractor shall be compensated for all services actually performed prior to receipt of written notice from District of such suspension, delay or interruption, together with any reimbursable expenses then due. If the Services is resumed after being suspended, delayed or interrupted for more than three months, the Contractor's compensation may be equitably adjusted if, in the District's reasonable opinion, such adjustment is warranted. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

- e. Loss of Funding and Commitment of Current Revenue. Termination of the Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. District shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Contractor as result of such termination, including early termination charges. If District terminates this Contract pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.
- f. Entire Agreement; Modifications. This Agreement shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by District and Contractor.
- g. Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Dallas County, Texas.
- h. Appointment of District Representative. District hereby expressly reserves the right from time to time to designate by notice to Contractor a representative to act partially or wholly for District in connection with the performance of District's obligations hereunder. Contractor shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.
- i. Records. Records of Contractor's costs, reimbursable expenses pertaining to the Services and payments shall be made available to District or its authorized representative during business hours and shall be retained for three years after final Payment of the Contract, unless District otherwise instructs Contractor in writing.
- j. Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

(1) If to District: **Stoney D. Crump, Construction & Environmental Services
Administrator
Garland Independent School District
701 N. First Street
Garland, Texas 75040**

With Copies to: **Mark Booker, Director of Purchasing
Garland Independent School District
501 South Jupiter Rd
Garland, Texas 75042**

(2) If to Contractor: **[Name of Contractor]
[Contractor's Company Name]
[Street Address]
[City, State Zip]**

(3) Or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

o. Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

p. Enforcement. It is acknowledged and agreed that Contractor's services to District are unique, which gives Contractor a peculiar value to District and for the loss of which District cannot be reasonably or adequately compensated in damages; accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause District irreparable damage. Contractor, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if District is not in breach of this Agreement.

q. Conflict of Interest. No employee of District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

r. Subcontractor Contracts. The Contractor shall contract with each of its subcontractors, at a minimum, with the same contractual provisions and responsibilities as indicated in this Agreement.

12. Amendments.

Amendments: The description of Services to be performed, Schedule, Amount, and other details shall be provided in a completed Amendment, which on execution by both parties shall modify the Agreement.

13. Sales Tax Exemption.

Garland ISD is exempt from sales tax and the Contractor shall be held to have studied all tax laws for the State of Texas, the County of Dallas, Texas, and the City of Garland or other municipality having jurisdiction, and shall pay all taxes for which the Contractor may be held liable as a consumer or user of goods, or otherwise without addition to the contract price. The Contractor shall pay all sales, consumer, use and other similar taxes required by law.

14. Badging Requirements and Criminal Background Check:

Suppliers who will only deliver but not enter a school building to perform services, will be required to complete and submit the CERTIFICATION FOR CRIMINAL HISTORY CHECK FORM (Attachment D) only, prior to beginning services.

Suppliers who will deliver and enter a school building to perform services, will be required to complete the Criminal History Check process described below, prior to beginning services. Attachment D should be completed and returned after all personnel have been badged.

Criminal History Checks

During the term of this agreement, the firm's employees have access to GISD facilities while students are present which could result in continuing duties and direct contact with students.

Subsequently, the supplier is responsible for complying with Texas Education Code § 22.0834. There are 2 processes (Paragraphs A. & B.) with regard to Badging:

A. Garland ISD has determined that the Scope of Work of this engagement does not involve direct and ongoing contact with students if the Contractor/Vendor takes the necessary precautions. The Contractor/Vendor is instructed to follow the procedures as outlined for obtaining badging through FC Background. FC Background is an independent firm selected to perform criminal history checks for the Garland ISD for Contractors/Vendors who do not have direct and ongoing contact with students. In addition to FC Background's badging process, the Contractor is responsible for ensuring direct access to students is prohibited. The Contractor/Vendor and all workers on Garland ISD property will enforce compliance and shall certify compliance with Texas Education Code (TEC) § 22.0834, see Attachment D. As a minimum, Contractor is responsible for the following:

14.A.1 Contractor shall only use restrooms designated for Contractor(s)/worker(s). Student restrooms are not available for use by Contractor(s)/worker(s). The following are the only facilities available for use:

- ◆ inside Garland ISD buildings, "faculty only" facilities; and
- ◆ outside, on Garland ISD property, vendor furnished "portable" facilities.

14.A.2 Contractors/vendors/workers are not allowed direct and ongoing unsupervised contact with students in areas including, but not limited to: Classrooms, elevators, athletic buildings, weight rooms, gymnasiums, auditorium, practice rooms, band halls, hallways, locker rooms, office spaces where students are located.

14.A.3 Precautions listed in this section are the minimal requirements to avoid direct and unsupervised contact with students. Contractor/vendor is responsible for implementing additional measures to ensure direct and ongoing unsupervised contact with a student does not exist.

14.A.4 The company recommended for award shall complete the background screening and badging process with FC Background to have all employees and sub-contractors working on-site for the Garland ISD.

Contact Information:

FC Background

Phone: (972) 404-4479/Fax: (214) 306-8207

Monday – Friday 6 am – 6pm CST

customer.support@fcbackground.com

Facility maps are available at www.fcbackground.com

Cost per Employee is \$30.00 per subject (additional criminal records search fees may apply)

14.A.4.1 Garland ISD Badging Qualifications:

- ◆ No Felony convictions, no open or pending felony cases (no time limit);
- ◆ No misdemeanor convictions involving crimes against children or crimes of moral turpitude (see below);
- ◆ No registered sex offenders; or

- ◆ No outstanding warrants for crimes that would disqualify an individual from receiving a badge.

14.A.4.2 Garland ISD Board defines moral turpitude as (Not limited to the following):

- ◆ Dishonesty, fraud, deceit, theft, false representation (not including misdemeanor theft by check cases);
- ◆ Deliberate violence;
- ◆ Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
- ◆ Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell or distribute and controlled substance;
- ◆ Acts constituting abuse under the Texas Family Code;
- ◆ Public lewdness; or
- ◆ Prostitution.

B. Should an environment develop where there is direct and ongoing unsupervised contact with student(s), then, at a minimum, the Contractor shall cease work immediately, notify GISD Security, and comply with the following:

14.B.1 Obtain required criminal history record information, through the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its employees assigned to work GISD premises. The following steps should be followed to complete the process:

14.B.1.1 If you are a **sole proprietor** (one-person company) you must contact GISD Purchasing Department to obtain FAST pass.

14.B.1.1.1 Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.

14.B.1.1.2 After fingerprinting is completed, email Diane Fields, Administrative Assistant to Director of Purchasing at Dfields@garlandisd.net and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state characterization card.

14.B.1.2 All other **suppliers, contractors and subcontractors** must:

14.B.1.2.1 Supplier will receive award letter or signed contract from the Purchasing Department.

Subcontractors will obtain an award letter or contract from the general contractor, before contacting DPS.

14.B.1.2.2 Contact the Department of Public Safety (DPS) at (512) 424-2474, select option 2, to establish a vendor account and obtain a FAST pass. This process can take up to seven to ten business days.

14.B.1.2.3 Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.

14.B.1.2.4 After fingerprinting is completed, email Diane Fields, Administrative Assistant to Director of Purchasing at Dfields@garlandisd.net and provide the following: RFP number, full name and date of birth for all personnel assigned to work on-site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state characterization card.

14.B.2 If an employee is arrested while under contract, you must contact Dana Knox, Garland ISD Human Resource Specialist of Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest.

14.B.3 Notify GISD Purchasing Department if employees leave employment with the firm during the contract term or cease responsibilities on GISD property.

Neither the execution of this Contract by the District nor any other conduct of any representative of the District relating to the Contract shall be considered a waiver of governmental immunities available to the District.

IN WITNESS WHEREOF, the parties hereunto have executed the Contract on the date first written.

Contractor:

District:

FOR THE CONTRACTOR

Garland Independent School District
501 South Jupiter Rd
Garland, Texas 75042

FOR THE DISTRICT

By:

By:

(PRINT NAME OF PERSON SIGNING FOR CONTRACTOR)

Dr. Rene Barajas,
Deputy Superintendent of Business

Date

Date

END OF FORM OF AGREEMENT

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