

*Board of Education
Regular Meeting
April 14, 2020*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting via Webinar

Notice is hereby given that on April 14, 2020, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM. Due to health and safety concerns related to the COVID-19 Coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the Board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor. Members of the public may access the live broadcast for this meeting from either Spectrum (Charter) Channel 192, the Fort Worth ISD EDTV channel on YouTube (search for YouTube FWISD EDTV) or by using this link: <https://esc11.zoom.us/j/525311058> . An electronic copy of the agenda packet is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Those individuals desiring to make a public comment can sign up by calling 469-223-5985 until 5:30 PM the day of the meeting.

Additional instructions to join this meeting:

Or iPhone one-tap :

US: +13462487799,,525311058# or +16699006833,,525311058#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 312 626 6799 or +1 646 558 8656 or +1 253 215 8782 or +1 301 715 8592

Webinar ID: 525 311 058

International numbers available: <https://esc11.zoom.us/j/525311058>

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. 5:30 P.M. – CALL MEETING TO ORDER - WEBINAR

Join the live broadcast from either Spectrum (Charter) Channel 192, the Fort Worth ISD EDTV channel on YouTube (search for YouTube FWISD EDTV) or the link listed above.

2. PLEDGES

3. PUBLIC COMMENT

(Those individuals desiring to make a public comment can sign by call 469-223-5985 until 5:30 PM the day of the meeting)

4. DISCUSSION OF CONSENT AGENDA ITEMS

5. CONSENT AGENDA ITEMS

(Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

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B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve Modernization of Hydraulic Elevator at Rosemont Middle School	19
2. Approve HVAC Air Flow Upgrade at North Hi Mount Elementary School	22
3. Approve Resurfacing of Track at Clark Field and Reconstruction of Five Middle School Tracks	29
4. Approve Amendment and Ratification of Emergency Purchase of Chromebooks for Elementary School Students	50
5. Approve Emergency Purchase of Student Internet Connectivity (Hotspots) Lines	67
C. Approve Amendment and Ratification to the College Board Contract	71
D. Approve Use of 2017 Capital Improvement Program Funds for Design of New Elementary School in Benbrook Ventana Community	83
E. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for South Hills High School Athletics Job No. 003-001 (RFP #20-001) in Conjunction with the 2017 Capital Improvement Program	85
F. Approve Ratification of an Electric Delivery Company Easement and Right-Of-Way Agreement for Amon Carter-Riverside High School Addition / Renovation Job No. 001-102 in Conjunction with the 2017 Capital Improvement Program	88

6. RECESS - RECONVENE IN CLOSED MEETING FOR EXECUTIVE SESSION - WEBINAR

7. EXECUTIVE SESSION

The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

8. RECONVENE IN REGULAR SESSION - WEBINAR

9. ACCEPT CONSENT AGENDA

10. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda

11. ACTION AGENDA ITEMS

- A. Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education
- B. Approve Food Service Management Renewal for the 2020-2021 School Year 90
Contingent Upon Review and Final Approval by the Texas Department of Agriculture (TDA)

12. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS

13. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
April 14th, 2020**

TOPIC: BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

The Open Meetings Act (the “Act”) was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The “Act” requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting.

Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or designee.

In order to maintain compliance with Chapter 551 of the Texas Government Code and the Texas Open Meetings Act, the Board must approve each set of minutes presented. Upon approval, the minutes can then be made available to the public as an official record of a given meeting.

STRATEGIC GOAL:

2 – Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Board of Education Meeting Minutes
2. Decline to Approve Board of Education Meeting Minutes
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Board of Education Meeting Minutes

FUNDING SOURCE

Additional Details

None

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

Approval of the attached Board of Education minutes allows the District to provide the public with an official record of any given meeting.

INFORMATION SOURCE:

Karen Molinar

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on February 25, 2020.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on February 20, 2020, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082

7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on February 20, 2020 at 05:30 p.m.

Amanda Coleman, PhD
Director
Policy and Planning

RETURN OF THE MEETING FEBRUARY 25, 2020

I, Amanda Coleman, Director of Policy and Planning of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on February 20, 2020, in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on February 20, 2020.

Amanda Coleman, PhD
Director
Policy and Planning

1. 5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM

President Ramos called the meeting to order at 5:30 p.m.

The following Board Members were present:

Anne Darr
CJ Evans
Tobi Jackson
Anael Luebanos
Ashley Paz
Quinton Phillips
Jacinto Ramos

Norman Robbins

(Trustee Daphne Brookins was not present.)

The following administrators were present:

Dr. Kent Scribner, Superintendent
Sherry Breed, Chief of Equity & Excellence
Vicki Burris, Chief of Capital Projects/Capital Improvement Program
Art Cavazos, Chief of District Operations
David Johnson, Interim Chief Financial Officer
Karen Molinar, Chief of Staff, Policy and Planning
Jerry Moore, Chief Academic Officer
Raul Pena, Chief of Elementary Schools
Cynthia Rincon, Chief of Human Capital Management
Cherie Washington, Chief of Secondary Schools
Barbara Griffith, Senior Communications Officer
Clint Bond, Executive Director of External & Emergency Communications

2. PLEDGES – Edward J. Briscoe Elementary School

Principal Octavia Gray introduced students before the pledges.

3. RECOGNITIONS

A. Recognition of Students Performing and Greeting Prior to the Meeting

Greeters were from the Army Junior Reserve Officers Training Program at Eastern Hills High School.

B. Parent Recognition – Cesar Chavez Elementary School

Veronica Davila, parent volunteer at Cesar Chavez, was recognized and presented with a Certificate of Appreciation.

Dr. Scribner recognized President Jacinto Ramos for being sworn in as the Mexican American School Board Association president.

4. PUBLIC COMMENT

Speakers:
Lori Mallot
Tiffany Rogers
Diana Gomez
Lorena Gomez

Scott Owen
Veronica Lopez
Maria Garcia
Stephanie Saldazar
Gloria Ulloa
Otto Valenzuela
Dr. Jared Williams
Robert Rogers
Steven Poole
Felix Martinez

5. REPORTS/PRESENTATION

A. Texas Academic Performance Report

Dr. Scribner made comments before Sara Arispe and Michael Steinert presented the report.

6. RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM

The meeting was recessed at 7:03 p.m. and reconvened at 7:09 p.m.

7. DISCUSSION OF AGENDA ITEMS

8. CONSENT AGENDA ITEMS (Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

A. Board of Education Meeting Minutes

1. January 28th, 2020 - Regular Meeting
2. February 11th, 2020 - Regular Meeting

B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More

1. Approve Annual Renewal for Maintenance and Support of the Student Information System
2. Approve Replacement of HVAC Chillers at Jacquet Middle School
3. Approve Purchase of Network Electronics and Services for High School Network Upgrades (E-Rate Eligible)
4. Approve the Interlocal Agreement Between Fort Worth ISD and Region 10 Multi-Region Purchasing Cooperative for the Participation in the National School Lunch Program for 2020-2021

C. Approve Budget Amendment for the Period Ended January 31, 2020

- D. Approve Appraisers for the T-TESS Appraisal System Certified Since October 22, 2019
 - E. Approve First Reading-Revisions to Board Policies: BBB, BBE, BDD, BE, BED, BJCD, EFD, AND ELA(LOCAL)
 - F. Approve Minutes from the January 17, 2020 Board Policy Committee
 - G. Approve Budget for the Teaching and Learning Center Interior and Exterior Signage and Phase I Furniture, Fixtures and Equipment Refresh
 - H. Approve Amendments to the Cooperative Program and Data Sharing Agreements Between Fort Worth ISD and Office of Strategy & Policy at the University of Texas at Austin OnRamps
 - I. Approve License Agreement with Texas Christian University for the 2020 Graduation Ceremonies
 - J. Approve Ratification of the Electric Delivery Company Easement and Right-Of-Way Agreement for Benbrook Middle/High School Addition/Renovation Job No. 071-102 in Conjunction with the 2017 Capital Improvement Program
 - K. Approve Purchase of Furniture, Fixtures & Equipment (FF&E) for Western Hills High School Job #015-202 in Conjunction with the 2017 Capital Improvement Program
 - L. Approve Purchase of Furniture, Fixtures & Equipment (FF&E) for Diamond Hill-Jarvis High School Job #004-201 in Conjunction with the 2017 Capital Improvement Program
 - M. Approve Stormwater Facility Maintenance Agreement for Diamond Hill-Jarvis High School Job No. 004-201 in Conjunction with the 2017 Capital Improvement Program
 - N. Approve Purchase of Furniture, Fixtures & Equipment (FF&E) for North Side High School Job #008-203 in Conjunction with the 2017 Capital Improvement Program
 - O. Approve Purchase of Furniture, Fixtures & Equipment (FF&E) for Southwest High School Job #014-212 in Conjunction with the 2017 Capital Improvement Program
9. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.
 10. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 7:42 p.m.

12. ACCEPT CONSENT AGENDA

Motion was made by Tobi Jackson, seconded by, Norman Robbins to approve CONSENT AGENDA.

The motion was unanimously approved.

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

There were no items removed.

B. Personnel

There were no personnel appointments.

14. ACTION AGENDA ITEMS

No action required on items A., B., and C.

A. Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

- B. Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. Approve Campus Turnaround Plans for Morningside Middle School, J. Martin Jacquet Middle School and Leonard Middle School for School Years 2020-2021 and 2021-2022

Motion was made by Tobi Jackson, seconded by Norman Robbins

The motion was unanimously approved.

- E. Approve Pyramid Re-Alignment and Subsequent Boundary and Attendance Zone Changes as Presented and to Authorize the Superintendent to Adjust these as needed but based on enrollment trends, academic and student programs and facility needs

Motion was made by Ashley Paz, seconded by Norman Robbins

The motion was passed with 7 for and 1 against.

- F. Approve Board Resolution and Contract of Sale to Purchase 27+/- Acre Parcel in the John Bursey Survey, Abstract No. 128 and the Heirs of Hays Covington Survey, Abstract No. 256, Fort Worth, Tarrant County, Texas

Motion was made by Norman Robbins, seconded by CJ Evans

The motion was unanimously approved.

- G. Consider the Level III Grievance of Keith Christmas (convene in closed session, if necessary)

No action required

- 1. 10 Minutes - Presentation by Employee and/or Representative
- 2. 10 Minutes - Presentation by District Representative
- 3. 10 Minutes - Questions from Board Members
- 4. 15 Minutes - Board Deliberation (in closed session)
- 5. Render Decision, if any, on the Level III Grievance (in open session)

15. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS

Anne Darr

Quinton Phillip

16. ADJOURN

The meeting was adjourned at 8:20 p.m.

Amanda Coleman, PhD
Policy and Planning

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on March 17, 2020.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on March 5, 2020, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082

7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on March 5, 2020 at 05:30 p.m.

Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING MARCH 17, 2020

I, Christian Alvarado, Coordinator of Board Services of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on March 5, 2020, in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on March 5, 2020.

Christian Alvarado
Coordinator
Board of Education

1. 5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD CONFERENCE ROOM

President Ramos called the meeting to order at 5:30 p.m.

The following Board Members were present:

Daphne Brookins
Anne Darr
CJ Evans
Tobi Jackson
Anael Luebanos
Quinton Phillips
Jacinto Ramos

Norman Robbins

(Trustee Ashley Paz was not present.)

The following administrators were present:

Dr. Kent Scribner, Superintendent
Michael Ball, Chief Financial Officer
Karen Molinar, Chief of Staff, Policy and Planning
Jerry Moore, Chief Academic Officer
Cynthia Rincon, Chief of Human Capital Management
Barbara Griffith, Senior Communications Officer
Clint Bond, Executive Director of External & Emergency Communications

2. PLEDGES

President Ramos led the pledges.

3. PUBLIC COMMENT

No speakers signed up to speak.

4. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

The meeting was recessed at 5:31 p.m.

5. RECESS – RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

6. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.

A. Seek the Advice of Attorneys (Texas Government Code 551.071)

7. RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM

The meeting was reconvened at 6:37 p.m.

8. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

No action needed as there were no Consent Agenda Items.

9. ACTION AGENDA ITEMS

- A. Discussion and Action to Approve Resolution Authorizing Continuing Wage Payments for District Employees

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Discussion and Action to Approve Resolution Authorizing Continuing Wage Payment for District Employees

The motion was unanimously approved.

- B. Discussion and Action to Approve Delegation of Purchasing Authority to Superintendent of School

Motion was made by Norman Robbins, seconded by Tobi Jackson, to approve Discussion and Action to Approve Delegation of Purchasing Authority to Superintendent of School.

The motion was unanimously approved.

- C. Discussion and Action to Approve Agreement Between District and KROLL for Information Security and Computer Forensics Services

Action not required on Item C.

- D. Discussion and Action to Approve Agreement Between District and AT&T for the Procurement of Incident Management Services 2

Motion was made by Tobi Jackson, seconded by Quinton Phillips to approve Discussion and Action to Approve Agreement Between District and AT&T for the Procurement of Incident Management Services.

The motion was unanimously approved.

- E. Discussion and Action to Approve Agreement Between District and Microsoft for Premier Support Services – Cybersecurity Incident Response

Motion was made by Tobi Jackson, seconded by Norman Robbins to approve Discussion and Action to Approve Agreement Between District and AT&T for the Procurement of Incident Management Services.

The motion was unanimously approved.

F. Discussion and Action to Approve Interlocal Agreement Between District and the Texas Department of Information Resources Relating to the Use of the DIR Shared Services Master Service Agreements and Managed Security Services

Motion was made by Anael Luebanos, seconded by Tobi Jackson to approve Discussion and Action to Approve Interlocal Agreement Between District and the Texas Department of Information Resources Relating to the use of the DIR Shared Services Master Service Agreements and Managed Security Services

The motion was unanimously approved.

10. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS

CJ Evans
Anne Darr
Anael Luebanos
Jacinto Ramos

11. ADJOURN

The meeting was adjourned at 6:49 p.m.

Christian Alvarado
Board of Education

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>

**CONSENT AGENDA ITEM
BOARD MEETING
April 14, 2020**

**TOPIC: **APPROVE MODERNIZATION OF HYDRAULIC ELEVATOR AT
ROSEMONT MIDDLE SCHOOL****

BACKGROUND:

The elevator at Rosemont Middle School is approximately 40 years old and needs constant repairs. Equipment parts have become increasingly difficult to find: thus, requiring the need for the elevator to be modernized. Critical parts of the elevator will be upgraded, including its ability to handle new technology for better performance.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Modernization of Hydraulic Elevator at Rosemont Middle School
2. Decline to Approve Modernization of Hydraulic Elevator at Rosemont Middle School
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Modernization of Hydraulic Elevator at Rosemont Middle School

FUNDING SOURCE

Additional Details

TRE

198-51-6299-001-057-XX-501-000000

COST:

\$63,875.00

VENDOR:

K & M Elevator*

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-050

Number of Bids/Proposals received: 5

HUB Firms: 4*

Compliant Bids: 5

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031(b) regarding specifications, pricing, performance history, etc. Two firms were awarded. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Rosemont Middle School

RATIONALE:

Modernization of the hydraulic elevator will eliminate costly repairs and ensure that we are in code compliance.

INFORMATION SOURCE:

Art Cavazos



K & M Elevator, LLC

2229 E. Loop 820 N.
Fort Worth, Texas 76118

Estimate

Date 2/18/2020

Estimate No. 11003

Created By: fallon@kmelevator.com

Name / Address	Ship To Address
Fort Worth Independent School District ATTN: Accounts Payable 100 N. University Drive Suite NW 140-E Fort Worth, TX 76107	Fort Worth ISD - Rosemont Middle School 1501 West Seminary Drive Fort Worth, TX 76115

Description	Qty	Rate	Total
Revised 02/18/2020 **Pricing good for 120 Days**			

Thank you for considering K & M Elevator for this project. Below you will find a detailed scope of work that we are proposing to perform. K & M Elevator will provide skilled labor to furnish and install the material on this project. All material installed shall comply with A17.1 2016.

Modernization of (1) Hydraulic Elevator Specifications: Replace old control system with new 2007 code compliant open market control system. Remove old pump/power unit and install new submergible pump/power unit. Remove old car and hall fixtures and install new car and hall fixtures. Remove old door operator and install new door operator. Remove old travel cable and hatch wiring and install new travel cable and hatch wiring. Obtain Permit from State / Plan Reviews Perform Inspection with Licensed Inspector Freight / Shipping & Handling	1	58,875.00	58,875.00T
Owners controlled contingency allowance to proposal to address hidden conditions.	1	5,000.00	5,000.00T

Below are the Progressive Payment / Billing Terms:
Down Payment: \$31,937.50 [Prior to ordering material.]
Progressive Billing No. 1: \$15,968.75 [Due upon receipt of material.]
Progressive Billing No. 2: \$15,968.75 [Final payment due upon completion of all work.]
Note: The above breakdown does not include applicable sales tax.

Subtotal	\$63,875.00	Sales Tax (0.0%)	\$0.00	Total	\$63,875.00
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Thank you for considering K & M Elevator, LLC for your vertical transportation needs.
Terms & Conditions: Pricing is valid for 90 days. + All work will be conducted during normal business hours unless specified in the above description. + Any and all work requested outside the above referenced scope of work will require an additional Estimate. + In the event any unforeseen items arise outside the control of K & M Elevator, we will contact you immediately to address any possible additional costs and all changes must be made in writing. + Late payment fees will be assessed on all aging invoices.

Acceptance of Terms: Your signature below represents that you understand and agree to all terms and conditions as stated herein.

Name: _____ Signature: _____
Title: _____ Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
April 14, 2020**

**TOPIC: APPROVE HVAC AIR FLOW UPGRADE AT NORTH HI MOUNT
ELEMENTARY SCHOOL**

BACKGROUND:

North Hi Mount Elementary School has insufficient airflow in classrooms throughout the building. An air balance test was performed on the HVAC system that concluded the system did not have enough airflow to properly condition the building. Engineering plans were designed to upgrade the system by increasing the size of two air handling units and the size of fourteen variable air volume boxes.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve HVAC Air Flow Upgrade at North Hi Mount Elementary School
2. Decline to Approve HVAC Air Flow Upgrade at North Hi Mount Elementary School
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve HVAC Air Flow Upgrade at North Hi Mount Elementary School

FUNDING SOURCE

TRE

Additional Details

198-51-6299-001-149-99-501-000000

COST:

\$421,719.00

VENDOR:

Infinity Contractors

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031(j) regarding school district purchases made through an interlocal agreement contract. Pricing was obtained through the TASB Buyboard, contract 552-17 or 577-18. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

North Hi Mount Elementary School

RATIONALE:

New energy efficient air handlers and variable air volume boxes will provide energy savings for the district, eliminate costly repairs, and provide a more comfortable learning environment for teachers and students.

INFORMATION SOURCE:

Art Cavazos



Vendor Contract Information

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Infinity Contractors International LTD[X]

Price Range

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Category

None Selected

Contract

None selected

Vendor Name: Infinity Contractors International LTD

Address: 2563 E. Loop 820 N.

Fort Worth, TX 76118

Phone Number: (817) 838-8700

Email: jbsalter@infinitycontractors.com

Website: <http://www.infinitycontractors.com>

Federal ID: 56-2228896

Contact: Jim Bob Salter

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: Yes

No Israel Boycott Certificate: Yes

No Excluded Foreign Terrorist Orgs: Yes

Contract Name: HVAC Equipment, Supplies, and Installation of HVAC Equipment

Contract#: 552-17

Effective Date: 12/01/2017

Expiration Date: 11/30/2020

Payment Terms: Net 30 days

Delivery Days: 10

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: Texas Regions 10, 11, 12, 14

States Served: Texas

Additional Info: EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) Vendor response document, and can be found in the Vendor Proposal File link page.

Quote Reference Number: 552-17

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)

Renewal Notice/Letter: [Click to view Vendor Renewal Notice/Letter Documents](#)

Contact us 800.695.2919



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Vendor Contract Information

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Refine Your Search:

Vendors

Infinity Contractors International LTD[X]

Price Range

Show all prices

Category

None Selected

Contract

Building Maintenance, Repair, Operations Supplies and Equipment[X]

Additional Resources

Vendor Name: Infinity Contractors International LTD

Address: 2563 E. Loop 820 N.
Fort Worth, TX 76118

Phone Number: (817) 838-8700

Email: jbsalter@infinitycontractors.com

Website: <http://www.infinitycontractors.com>

Federal ID: 56-2228896

Contact: Jim Bob Salter

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR Forms Received: Yes

No Israel Boycott Certificate: Yes

No Excluded Foreign Terrorist Orgs: Yes

Contract Name: Building Maintenance, Repair, Operations Supplies and Equipment

Contract#: 577-18

Effective Date: 12/01/2018

Expiration Date: 11/30/2021

Payment Terms: Net 30 days

Delivery Days: 10

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: Texas Regions 10, 11

States Served: Texas

Quote Reference Number: 577-18

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

Regulatory Notice: [Click to view Bonding Regulatory Notice](#)

Construction Services Advisory: [Click to view the Construction Related Goods and Services Advisory](#)

Proposal Files: [Click to view Vendor Proposal Files Documents](#)

Renewal Notice/Letter: [Click to view Vendor Renewal Notice/Letter Documents](#)

Contact us 800.695.2919



MECHANICAL/PLUMBING/PROCESS AND INDUSTRIAL PIPING

Fort Worth ISD
100 North University Drive
Fort Worth, Texas 76107

April 7, 2020

REVISED #3

Attn: Steve McPherson

Re: FWISD North Hi Mount ES AHU & VAV Replacements
ICI: BID #20-010

Per Buy Board Contract #577-18 Building Maintenance, Repair, Operations Supplies & Equipment.

Infinity Contractors is pleased to quote the above referenced project. Our price includes all labor, material, and supervision necessary for the replacement of the (2) AHU's & (14) VAVs attached to the heating/cooling hydronic systems. To be performed at the same time as base bid, mobilization / lifting.

Drawings: M11, M12, M13, M21, M22, M23, M32, M33 (9 sheets)
Specification: None

We acknowledge the following Addendums: None

Base Bid Combined Scope

Indoor Air Handlers AHU #3, #4 w/VFDs

14 ETI Single Duct VAV Boxes

- 1) Protect Floors
- 2) Remove Ceiling for VAVs
- 3) Disconnect ductwork & piping
- 4) Dismantle, Remove & Disposal of the Existing AHU #3 & #4
- 5) Furnish & Install New AHU's with VFD's manufactured by Temtrol
- 6) Furnish & Install (14) New ETI Single Duct VAV Boxes
- 7) Hydronic Piping Reconnections w/FDI Kits
- 8) Furnish & Installing Control Valves
- 9) Furnish & Install 1" Pipe Insulation on the CHWS/R Piping
- 10) Furnish & Install 2" Pipe Insulation on the HWS/R Piping
- 11) New ductwork connections from unit to tie in points in space
- 12) Furnish & Install Insulation on new Ductwork
- 13) Clean up interior mechanical room
- 14) AHU Start-ups (Texas Air Systems)
- 15) Mechanical Permit only
- 16) **TAB**, Electrical & DDC Controls
- 17) 2% Buy Board

Infinity Contractors International, Ltd.

2563 E. Loop 820 N., Fort Worth, Texas 76118 • OFFICE: 817/838-8700 • FAX: 817/838-8826
TACLA016236C • M-15487

Texas State Board of Plumbing Examiners P.O. Box 4200, Austin, TX. 78765 • 800-845-6584



MECHANICAL/PLUMBING/PROCESS AND INDUSTRIAL PIPING

**Base Bid Price is\$409,696-
Add For P&P Bonds Base.....\$7,023-**

Add for Owner Contingency.....\$5,000-

Exclusions;

- 1) Repair of Wood Floor on 2nd Story due to existing overflow pan leaks
- 2) Fire Protection, Fire Alarm (By FWISD)
- 3) Water Treatment for the HVAC System
- 4) Heat Trace on CHWS/R or HWS/R Piping
- 5) Asbestos Testing or Abatement
- 6) Painting
- 7) Bonds (Add Provided), Sales Taxes (Exempt)

Please see Attachment "A" for clarifications

Please call if you have any questions or if we may assist you in any way.

Sincerely,

Kirk Milliren

Kirk Milliren
Estimator
Infinity Contractors Int'l Ltd

Infinity Contractors International, Ltd.

2563 E. Loop 820 N., Fort Worth, Texas 76118 • OFFICE: 817/838-8700 • FAX: 817/838-8826
TACLA016236C • M-15487

Texas State Board of Plumbing Examiners P.O. Box 4200, Austin, TX. 78765 • 800-845-6584

Attachment "A"

General Items:

1. This proposal is based upon entering into a mutually agreeable subcontract with your firm that is not more exacting or restrictive upon Infinity Contractors than the contract between your firm and the Owner. We request that retainage be no more than 5%. Terms are Net 30.
2. We include a one (1) year warranty on worked preformed or material provided, which will begin from the date of final acceptance or beneficial use, whichever comes first.
3. 45-DAY PRICE- Our offer is open for acceptance for a period of Forty Five (45) days.

**CONSENT AGENDA ITEM
BOARD MEETING
April 14, 2020**

**TOPIC: APPROVE RESURFACING TRACK AT CLARK FIELD AND
RECONSTRUCTION OF FIVE MIDDLE SCHOOL TRACKS**

BACKGROUND:

The track at Clark Field needs resurfacing as part of the maintenance and repair cycle established by the District for tracks. The resurfacing at Clark Field will consist of removing the entire top surface and replacing it with new material. The middle school tracks at Elder, Jacquet, Leonard, McLean and Monnig will also benefit from the maintenance and repair cycle by being refreshed and upgraded from walking tracks to running tracks. The reconstruction of the middle school tracks will consist of removing the entire track, curbs, and sub-surfaces to make way for new builds.

STRATEGIC GOAL:

2 – Improve Operation Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resurfacing of Track at Clark Field and Reconstruction of Five Middle School Tracks
2. Decline to Approve Resurfacing of Track at Clark Field and Reconstruction of Five Middle School Tracks
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resurfacing of Track at Clark Field and Reconstruction of Five Middle School Tracks

FUNDING RESOURCE

Additional Details

TRE

198-51-6299-001-999-99-501-000000
198-51-6299-001-044-99-501-000000
198-51-6299-001-059-99-501-000000
198-51-6299-001-061-99-501-000000
198-51-6299-001-050-99-501-000000
198-51-6299-001-053-99-501-000000

COST:

\$3,269,690.00

Clark - \$437,690

5 Middle Schools - \$2,832,000

VENDOR:

Hellas Construction, Inc.

PURCHASING MECHANISM

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031(j) regarding school district purchases made through an interlocal agreement contract. Pricing was obtained through the 1 Government Procurement Alliance (1GPA), contract 17-18DP-03. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Clark Field
Elder, Jacquet, Leonard, McLean and Monnig Middle Schools
District Operations
Athletics

RATIONALE:

Track resurfacing and rebuilds will ensure tracks are in good order for meets, physical education and recreation.

INFORMATION SOURCE:

Art Cavazos



March 2, 2020

Brian Mathis
Fort Worth ISD
2808 Tillar Street
Fort Worth, TX 76107
(214) 734-6382
Brian.mathis@fwisd.org

RE: Fort Worth ISD JP Elder Middle School
Synthetic Track Budget Proposal

Hellas Construction, Inc. is pleased to provide you with this proposal. Pricing is based Hellas' current cooperative contract entitled 1GPA (#17018DP-03 – Athletic Surfaces, Appurtenances and Minor Structures). Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout and staking.
3. Provide performance and payment bonds.
4. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL

Existing Conditions

Hellas scope of work:

1. Construct one (1) construction entrance.
2. Remove existing asphalt track, track surfacing, and curb; materials will be disposed of offsite.
3. Excavations to subgrade. Excavated materials will be disposed off site.

Subgrade

Hellas scope of work:

1. Lime stabilize the top 6" of existing subgrade @ 8%, grade and compact to proper planarity and density.





Concrete Curb

Hellas scope of work:

1. Concrete Curb - Construct approximately ±3,330 lineal feet of concrete curb (12" x 6") reinforced with two (2) #4 rebar continuous.

Track Asphalt & Base

Hellas scope of work:

1. Flex Base – Provide and place 6" of TxDOT 247 flex-base material. Grade and compact to proper planarity and density.
2. Asphaltic Concrete Pavement – Provide and place 2" of Type D HMAC – approximately 2,755 square yards.

S200 SYNTHETIC TRACK

Hellas scope of work:

1. Provide and install approximately 2,755 SY of **epiQ Tracks™ S200** (Red) 13mm permeable paved mat and structural spray polyurethane surfacing system on the track oval, and events.
2. Stripe per local requirements. *No lettering, logos, or distance tick marks are included in proposal amount.*
3. Clean up as necessary.

S200 Synthetic Track Budget Proposal Price

\$536,325.00

Pricing Includes \$25,000 Owner Contingency Allowance.

****Note: Construction to be (120) Calendar Days****

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Any form of subgrade stabilization not listed above.
3. Geotechnical Investigation.
4. Rock excavation or haul off.
5. Any embankment or processing of imported soils.
6. SWPPP/Erosion control.
7. Any concrete work outside the scope of this proposal.
8. Any asphalt paving outside the scope of this proposal.
9. Any electrical work
10. Any fence work



11. Engineering
12. Supply or installation of perimeter safety or construction fencing.
13. Site security.
14. Taxes.
15. Prevailing wages.
16. Any permits or fees, including any utility impact fees generated by construction improvements.
17. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas Construction, Inc. looks forward to the award of this project, and is eager to work with you.

****Pricing valid for 60 days from date of this proposal.***

A handwritten signature in blue ink that reads "Robert Bischak".

Robert Bischak
Junior Estimator
Hellas Construction, Inc.



March 2, 2020

Brian Mathis
Fort Worth ISD
2808 Tillar Street
Fort Worth, TX 76107
(214) 734-6382
Brian.mathis@fwisd.org

RE: Fort Worth ISD Jacquet Middle School
Synthetic Track Budget Proposal

Hellas Construction, Inc. is pleased to provide you with this proposal. Pricing is based Hellas' current cooperative contract entitled 1GPA (#17018DP-03 – Athletic Surfaces, Appurtenances and Minor Structures). Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout and staking.
3. Provide performance and payment bonds.
4. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL

Existing Conditions

Hellas scope of work:

1. Construct one (1) construction entrance.
2. Remove existing asphalt track, track surfacing and curb; materials will be disposed of offsite.
3. Excavations to subgrade. Excavated materials will be disposed off site.

Subgrade

Hellas scope of work:

1. Lime stabilize the top 6" of existing subgrade @ 8%, grade and compact to proper planarity and density.





Concrete Curb

Hellas scope of work:

1. Concrete Curb - Construct approximately $\pm 2,800$ lineal feet of concrete curb (12" x 6") reinforced with two (2) #4 rebar continuous.

Field Drainage System

Hellas scope of work:

1. HDPE Collector Piping – Provide and install the necessary HDPE piping for the field.
2. Catch Basins – Provide and install six (6) 18" Nyoplast Catch Basins along sidelines of field, connect to HDPE piping.
3. Conduits – Provide and install two (2) sets of two (2) 6" conduit sleeves under track crossing at owners designated location.

Track Asphalt & Base

Hellas scope of work:

1. Flex Base – Provide and place 6" of TxDOT 247 flex-base material. Grade and compact to proper planarity and density.
2. Asphaltic Concrete Pavement – Provide and place 2" of Type D HMA – approximately $\pm 2,056$ square yards.

S200 SYNTHETIC TRACK

Hellas scope of work:

1. Provide and install approximately $\pm 2,056$ SY of **epiQ Tracks™ S200** (Red) 13mm permeable paved mat and structural spray polyurethane surfacing system on the track oval, and events.
2. Stripe per local requirements. *No lettering, logos, or distance tick marks are included in proposal amount.*
3. Clean up as necessary.

S200 Synthetic Track Budget Proposal Price

\$533,945.00

Pricing Includes \$25,000 Owner Contingency Allowance

****Note: Construction to be (120) Calendar Days****



EXCLUSIONS

1. Any item of work not specifically listed above
2. Any form of subgrade stabilization not listed above
3. Geotechnical Investigation
4. Rock excavation or haul off
5. Any embankment or processing of imported soils
6. SWPPP/Erosion control
7. Any concrete work outside the scope of this proposal
8. Any asphalt paving outside the scope of this proposal
9. Any electrical work
10. Any fence work.
11. Engineering.
12. Supply or installation of perimeter safety or construction fencing.
13. Site security.
14. Any Allowances or Contingencies.
15. Taxes.
16. Prevailing wages.
17. Any permits or fees, including any utility impact fees generated by construction improvements.
18. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas Construction, Inc. looks forward to the award of this project, and is eager to work with you.

****Pricing valid for 60 days from date of this proposal.***

A handwritten signature in blue ink that reads "Robert Bischak".

Robert Bischak
Junior Estimator
Hellas Construction, Inc.



March 2, 2020

Brian Mathis
Fort Worth ISD
2808 Tillar Street
Fort Worth, TX 76107
(214) 734-6382
Brian.mathis@fwisd.org

RE: Fort Worth ISD Leonard Middle School
Synthetic Track Budget Proposal

Hellas Construction, Inc. is pleased to provide you with this proposal. Pricing is based Hellas' current cooperative contract entitled 1GPA (#17018DP-03 – Athletic Surfaces, Appurtenances and Minor Structures). Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout and staking.
3. Provide performance and payment bonds.
4. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL

Existing Conditions

Hellas scope of work:

1. Construct one (1) construction entrance.
2. Remove existing asphalt track, track surfacing, and curb; materials will be disposed of offsite.
3. Excavations to subgrade. Excavated materials will be disposed off site.

Subgrade

Hellas scope of work:

1. Lime stabilize the top 6" of existing subgrade @ 8%, grade and compact to proper planarity and density.





Concrete Curb

Hellas scope of work:

1. Concrete Curb - Construct approximately $\pm 2,820$ lineal feet of concrete curb (12" x 6") reinforced with two (2) #4 rebar continuous.

Field Drainage System

Hellas scope of work:

1. HDPE Collector Piping – Provide and install the necessary HDPE piping for the field.
2. Catch Basins – Provide and install six (6) 18" Nyoplast Catch Basins along sidelines of field, connect to HDPE piping.
3. Conduits – Provide and install two (2) sets of two (2) 6" conduit sleeves under track crossing at owners designated location.

Track Asphalt & Base

Hellas scope of work:

1. Flex Base – Provide and place 6" of TxDOT 247 flex-base material. Grade and compact to proper planarity and density.
2. Asphaltic Concrete Pavement – Provide and place 2" of Type D HMA – approximately $\pm 2,053$ square yards.

S200 SYNTHETIC TRACK

Hellas scope of work:

1. Provide and install approximately $\pm 2,053$ SY of **epiQ Tracks™ S200** (Red) 13mm permeable paved mat and structural spray polyurethane surfacing system on the track oval, and events.
2. Stripe per local requirements. *No lettering, logos, or distance tick marks are included in proposal amount.*
3. Clean up as necessary.

S200 Synthetic Track Budget Proposal Price

\$529,165.00

Pricing Includes \$25,000 Owner Contingency Allowance

****Note: Construction to be (120) Calendar Days****



EXCLUSIONS

1. Any item of work not specifically listed above
2. Any form of subgrade stabilization not listed above
3. Geotechnical Investigation
4. Rock excavation or haul off
5. Any embankment or processing of imported soils
6. SWPPP/Erosion control
7. Any concrete work outside the scope of this proposal
8. Any asphalt paving outside the scope of this proposal
9. Any electrical work
10. Any fence work.
11. Engineering.
12. Supply or installation of perimeter safety or construction fencing.
13. Site security.
14. Any Allowances or Contingencies.
15. Taxes.
16. Prevailing wages.
17. Any permits or fees, including any utility impact fees generated by construction improvements.
18. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas Construction, Inc. looks forward to the award of this project, and is eager to work with you.

****Pricing valid for 60 days from date of this proposal.***

A handwritten signature in blue ink that reads "Robert Bischak".

Robert Bischak
Junior Estimator
Hellas Construction, Inc.



March 2, 2020

Brian Mathis
Fort Worth ISD
2808 Tillar Street
Fort Worth, TX 76107
(214) 734-6382
Brian.mathis@fwisd.org

RE: Fort Worth ISD McClean Middle School
Synthetic Track Budget Proposal

Hellas Construction, Inc. is pleased to provide you with this proposal. Pricing is based Hellas' current cooperative contract entitled 1GPA (#17018DP-03 – Athletic Surfaces, Appurtenances and Minor Structures). Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout and staking.
3. Provide performance and payment bonds.
4. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL

Existing Conditions

Hellas scope of work:

1. Construct one (1) construction entrance.
2. Remove existing asphalt track, track surfacing, and curb; materials will be disposed of offsite.
3. Excavations to subgrade. Excavated materials will be disposed off site.

Subgrade

Hellas scope of work:

1. Lime stabilize the top 6" of existing subgrade @ 8%, grade and compact to proper planarity and density.





Concrete Curb

Hellas scope of work:

1. Concrete Curb - Construct approximately $\pm 3,520$ lineal feet of concrete curb (12" x 6") reinforced with two (2) #4 rebar continuous.

Field Drainage System

Hellas scope of work:

1. HDPE Collector Piping – Provide and install the necessary HDPE piping for the field.
2. Catch Basins – Provide and install six (6) 18" Nyoplast Catch Basins along sidelines of field, connect to HDPE piping.
3. Conduits – Provide and install two (2) sets of two (2) 6" conduit sleeves under track crossing at owners designated location.

Track Asphalt & Base

Hellas scope of work:

1. Flex Base – Provide and place 6" of TxDOT 247 flex-base material. Grade and compact to proper planarity and density.
2. Asphaltic Concrete Pavement – Provide and place 2" of Type D HMA – approximately $\pm 3,100$ square yards.

S200 SYNTHETIC TRACK

Hellas scope of work:

1. Provide and install approximately $\pm 3,100$ SY of **epiQ Tracks™ S200** (Red) 13mm permeable paved mat and structural spray polyurethane surfacing system on the track oval, and events.
2. Stripe per local requirements. *No lettering, logos, or distance tick marks are included in proposal amount.*
3. Clean up as necessary.

S200 Synthetic Track Budget Proposal Price

\$658,650.00

Pricing Includes \$25,000 Owner Contingency Allowance

****Note: Construction to be (120) Calendar Days****



EXCLUSIONS

1. Any item of work not specifically listed above
2. Any form of subgrade stabilization not listed above
3. Geotechnical Investigation
4. Rock excavation or haul off
5. Any embankment or processing of imported soils
6. SWPPP/Erosion control
7. Any concrete work outside the scope of this proposal
8. Any asphalt paving outside the scope of this proposal
9. Any electrical work
10. Any fence work.
11. Engineering.
12. Supply or installation of perimeter safety or construction fencing.
13. Site security.
14. Any Allowances or Contingencies.
15. Taxes.
16. Prevailing wages.
17. Any permits or fees, including any utility impact fees generated by construction improvements.
18. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas Construction, Inc. looks forward to the award of this project, and is eager to work with you.

****Pricing valid for 60 days from date of this proposal.***

A handwritten signature in blue ink that reads "Robert Bischak".

Robert Bischak
Junior Estimator
Hellas Construction, Inc.



March 2, 2020

Brian Mathis
Fort Worth ISD
2808 Tillar Street
Fort Worth, TX 76107
(214) 734-6382
Brian.mathis@fwisd.org

RE: Fort Worth ISD Clark Stadium
Synthetic Track Budget Proposal

Hellas Construction, Inc. is pleased to provide you with this proposal. Pricing is based Hellas' current cooperative contract entitled 1GPA (#17018DP-03 – Athletic Surfaces, Appurtenances and Minor Structures). Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout and staking.
3. Provide performance and payment bonds.
4. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL

Existing Conditions

Hellas scope of work:

1. Construct one (1) construction entrance.
2. Demo and remove approximately 8-10 lineal feet at existing runways. Material will be disposed offsite.

Concrete at Events

Hellas scope of work:

1. Long Jump/Triple Jump Landing Pits – Construct two (2) landing pits with 6" x 18" concrete curb, reinforced with two (2) #4 rebar.
2. Long Jump/Triple Jump Take-Off Boards – Provide and install two (2) synthetic poly boards.



12710 Research Blvd. Suite 240 Austin, TX 78759 | office (512) 250-2910 | fax (512) 250-1960

hellasconstruction.com



S200 SYNTHETIC TRACK REMOVE & REPLACE

Hellas scope of work:

1. Remove existing track surfacing system from existing track and dispose offsite; **Hellas** will address with Owner any asphalt pavement cracks and surface undulations prior to commencement of surfacing operations (*no concrete curb or asphalt pavement repair is included in the price provided*).
2. Provide and install 7,246 SY of **epiQ Tracks™ Q3000** (Red) 10mm full pour track surface on track oval, D Areas, and events.
3. Stripe per local requirements. *No lettering, logos, or distance tick marks are included in proposal amount.*
4. Clean up as necessary.

No price for asphalt pavement repair is being provided. Hellas will inspect the asphalt pavement with the Owner prior to any surfacing application. Hellas can make no assumptions and assumes no liability as to the fitness and usability of the asphalt pavement during removal/installation operations.

Q3000 Synthetic Track Budget Proposal Price

\$437,690.00

Pricing includes \$40,000 Owner Contingency Allowance

****Note: Construction to be (120) Calendar Days****

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Subgrade stabilization.
3. Poor subgrade soils – Hellas will proof roll subgrade to check for subgrade soil stability. Any failing subgrade remediation will be negotiated between owner and contractor. **Hellas requires the owner to contract with a Geotechnical Engineer to perform a Geotechnical investigation of the site to determine the nature of the existing subgrade soils and make recommendations for any subgrade stabilization requirements.**
4. Geotechnical Investigation.
5. Rock excavation or haul off.
6. Any embankment or processing of imported soils.
7. SWPPP/Erosion control.
8. Any concrete work outside the scope of this proposal.
9. Any asphalt paving
10. Any electrical work
11. Any fence work
12. Engineering



13. Supply or installation of perimeter safety or construction fencing
14. Site security
15. Any Allowances or Contingencies
16. Taxes
17. Prevailing wages
18. Any permits or fees, including any utility impact fees generated by construction improvements.
19. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Hellas Construction, Inc. looks forward to the award of this project, and is eager to work with you.

****Pricing valid for 60 days from date of this proposal.***

Robert Bischak
Junior Estimator
Hellas Construction, Inc.



March 2, 2020

Brian Mathis
Fort Worth ISD
2808 Tillar Street
Fort Worth, TX 76107
(214) 734-6382
Brian.mathis@fwisd.org

RE: Fort Worth ISD William Monnig Middle School
Synthetic Track Budget Proposal

Hellas Construction, Inc. is pleased to provide you with this proposal. Pricing is based Hellas' current cooperative contract entitled 1GPA (#17018DP-03 – Athletic Surfaces, Appurtenances and Minor Structures). Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout and staking.
3. Provide performance and payment bonds.
4. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL

Existing Conditions

Hellas scope of work:

1. Construct one (1) construction entrance.
2. Remove existing asphalt track, track surfacing, and curb; materials will be disposed of offsite.
3. Excavations to subgrade. Excavated materials will be disposed off site.

Subgrade

Hellas scope of work:

1. Lime stabilize the top 6" of existing subgrade @ 8%, grade and compact to proper planarity and density.





Concrete Curb

Hellas scope of work:

1. Concrete Curb - Construct approximately $\pm 2,850$ lineal feet of concrete curb (12" x 6") reinforced with two (2) #4 rebar continuous.

Concrete at Events

Hellas scope of work:

1. Long Jump/Triple Jump Landing Pits – Construct two (2) landing pits with 12" x 18" concrete curb, reinforced with three (3) #4 rebar.

Field Drainage System

Hellas scope of work:

1. HDPE Collector Piping – Provide and install the necessary HDPE piping.
2. Catch Basins – Provide and install six (6) 18" Nyoplast Catch Basins along sidelines of field, connect to HDPE piping.
3. Conduits – Provide and install two (2) sets of two (2) 6" conduit sleeves under track crossing at owners designated location.

Track Asphalt & Base

Hellas scope of work:

1. Flex Base – Provide and place 6" of TxDOT 247 flex-base material. Grade and compact to proper planarity and density.
2. Asphaltic Concrete Pavement – Provide and place 2" of Type D HMA – approximately 2,389 square yards.

S200 SYNTHETIC TRACK

Hellas scope of work:

1. Provide and install approximately 2,389 SY of **epiQ Tracks™ S200** (Red) 13mm permeable paved mat and structural spray polyurethane surfacing system on the track oval, and events.
2. Stripe per local requirements. *No lettering, logos, or distance tick marks are included in proposal amount.*
3. Clean up as necessary.

S200 Synthetic Track Budget Proposal Price

\$573,915.00

Pricing Includes \$25,000 Owner Contingency Allowance.

****Note: Construction to be (120) Calendar Days****



EXCLUSIONS

1. Any item of work not specifically listed above.
2. Any form of subgrade stabilization not listed above.
3. Geotechnical Investigation.
4. Rock excavation or haul off.
5. Any embankment or processing of imported soils.
6. SWPPP/Erosion control.
7. Any concrete work outside the scope of this proposal.
8. Any asphalt paving outside the scope of this proposal.
9. Any electrical work
10. Any fence work
11. Engineering
12. Supply or installation of perimeter safety or construction fencing.
13. Site security.
14. Taxes.
15. Prevailing wages.
16. Any permits or fees, including any utility impact fees generated by construction improvements.
17. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

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Hellas Construction, Inc. looks forward to the award of this project, and is eager to work with you.

****Pricing valid for 60 days from date of this proposal.***

A handwritten signature in blue ink that reads "Robert Bischak".

Robert Bischak
Junior Estimator
Hellas Construction, Inc.



Contract Extension

June 27, 2019

Hellas Construction, Inc.
12710 Research Blvd., Ste. 240
Austin, TX 78759

Attn: Ruth Hawley (rhawley@hellasconstruction.com)

Re: Extension Agreement for Contract #17-18DP-03 Athletic Surfaces, Appurtenances and Minor Structures

The above referenced contract is hereby mutually extended for an additional one (1) year period through August 14, 2020. This is the third year of a potential five-year agreement. **Please indicate your desire to extend by completing and emailing back the executed Contract Extension along with the following documentation:**

- Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
- Proof of Licensing in good standing (if applicable)
- Updated Contact Information Sheet completed
- Updated Master Cost Form/Price Sheet (if applicable)

Please check the appropriate box regarding pricing:

- Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 8/14/2020.
- Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable and percent discounts remain the same until the next contract renewal date of 8/14/2020.
- We have provided new price lists/catalog for 1GPA's review. Please see the attached updates. *(Note: Percentage Discounts should remain the same per contract terms and conditions.)*

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns, please feel free to contact Christy Knorr by email: cknorr@1GPA.org.

Vendor Acceptance/Signature:	Date: 7/23/19
Printed Name: Tommy McDougal	
Title: VP - Estimating	
1GPA Authorized Signature:	
Printed Name: Christy Knorr	Date: 7.30.2019
Title: Vice President	
Deer Park Independent School District Authorized Signature:	
Title: Director of Purchasing	
Printed Name: John Knowlton	Date: 7/31/2019

**CONSENT AGENDA ITEM
BOARD MEETING
April 14, 2020**

TOPIC: APPROVE RATIFICATION OF EMERGENCY PURCHASE OF CHROMEBOOKS FOR ELEMENTARY SCHOOL STUDENTS

BACKGROUND:

A ratification is necessary for the purchase of 3,160 Chromebooks that were urgently needed in order to provide elementary school families with at least one device per household to support instruction. Access to a device is critical for support of the Learning at Home initiative during the mandated State and Tarrant County Covid-19 school closure. When schools reopen these devices will support a one-to-one device implementation for fifth grade students. Pursuant to CH (LOCAL) emergency purchases of this nature will be subsequently reported to the Board of Education.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of Emergency Purchase of Chromebooks for Elementary School Students
2. Decline to Approve Ratification of Emergency Purchase of Chromebooks for Elementary School Students
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Emergency Purchase of Chromebooks for Elementary School Students

FUNDING SOURCE

Additional Details

Federal Programs
General Fund

Learning Academies
199-11-6396-TWU-XXX-24-416-000000
Title I Campuses
211-11-6396-04E-XXX-30-510-000000-20F10
Title 1 Part D
211-11-6116-04H-XXX-24-508-000000-20F50
Mckinney-Vento
206-32-6396-04R-999-24-547-000000-20F54

COST:

\$1,194,406.80

VENDOR:

CDWG
Troxell Communications

PURCHASING MECHANISM

Emergency and Interlocal Agreement

There are three source documents that support emergency purchases. The first is from the EDGAR 2 CFR 200.320(f)(2). The second is Texas Education Code 44.031(h) and the third is our Local Board Policy CH LOCAL.

These purchases are also in accordance with the 2 CFR 200.318(e) and Texas Education Code section 44.031(j) regarding school district purchases made through state and local intergovernmental agreements, inter-entity agreements, or an interlocal agreement contract. Pricing was obtained through the Sourcewell Cooperative Purchasing contract #081419-CDW, the TASB Buyboard contract 573-18 (Troxell Communications). Supporting documentation is attached. The recommended vendors are listed above.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

57 Elementary Schools

RATIONALE:

Fort Worth ISD needs to support online instruction by providing one device per elementary school family during the Covid-19 Stay at Home order and school closure.

INFORMATION SOURCE:

Art Cavazos



CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services 

Products & Services

****COVID-19 Update****

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Texas Department of Information Resources

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FAQs

EDGAR

Frequently Asked Questions

1. [What is EDGAR?](#)
 2. [Does DIR follow the new EDGAR regulations?](#)
 3. [Do DIR vendors comply with new EDGAR regulations?](#)
 4. [Does EDGAR allow for cooperative agreements?](#)
 5. [How do DIR customers verify that DIR Cooperative Contract Vendors complied with the most restrictive of the state or federal procurement rules?](#)
 6. [Which procurement rules are the most restrictive?](#)
 7. [What is the independent estimate requirement?](#)
 8. [What is the cost or price analysis requirement?](#)
 9. [When does DIR conduct the cost or price analysis?](#)
 10. [What is a cost analysis?](#)
 11. [What is a price analysis?](#)
 12. [Does the cost or price analysis requirement apply to DIR customers that use federal funds at or above 150K?](#)
-

What is EDGAR?

The Education Department of General Administrative Regulations (EDGAR) are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014.

Does DIR follow the new EDGAR regulations?

DIR uses an open market competitive procurement process to award contracts as required by Texas Government Code 2054 and 2157, and believes that this process satisfies EDGAR regulations. Purchasing entities may make further inquiry if they have questions regarding specific transactions.

Do DIR vendors comply with new EDGAR regulations?

DIR intends to include EDGAR certification affirmation forms for future contracts, and vendors with existing contracts will receive EDGAR affirmation forms for inclusion as part of their current DIR Cooperative Contract. DIR Cooperative Contract Vendors are required to retain all records related to their DIR contract, for a period of seven years and therefore comply with EDGAR record retention requirements at the time of the contract.[\[1\]](#)

Does EDGAR allow for cooperative agreements?

Yes, EDGAR encourages the use of cooperative agreements for procurement or use of common or share goods and services in order to foster greater economy and efficiency.[\[2\]](#)

How do DIR customers verify that DIR Cooperative Contract Vendors complied with the most restrictive of the state or federal procurement rules?

DIR maintains records such as the rationale for the method of procurement, the selection of contract type, the recommendation for negotiation, evaluation, and negotiation documents to support the selection or rejection of a vendor as well as the benchmarking and cost analysis which supports the basis for the contract price.^[3] DIR customers may use these records to verify DIR's compliance with the most restrictive federal or state procurement rules. Documents related to the purchase history, evaluation and cost or price analysis are available upon request by emailing the DIR contract manager associated with the specific contract or by emailing EDGAR@dir.texas.gov.

Which procurement rules are the most restrictive?

The most restrictive rules vary according to the contract amounts as follows:

- Micro-purchases below \$3,500
- Small purchases between \$3,501 and \$49,999 – EDGAR
- Purchases between \$50,000 and 149,000 – FASRG
- Purchases at or above \$150,000 – EDGAR ^[4]

DIR competitively procures each contract awarded as well as conducts pricing analysis as each contract is established based on the vendor's top selling list and then at a minimum of each renewal period based on the top selling items sold from the related DIR contract.

What is the independent estimate requirement?

DIR must make an independent estimate of the value of goods or services in the current market before receiving bids or proposals.^[5] The independent estimate functions as a benchmark for evaluating the reasonableness of future bids and proposals and ensures that due diligence is completed to determine a fair and reasonable price range for goods and services before procurement commences.

What is the cost or price analysis requirement?

For procurement actions involving federal funds at or above \$150,000, the new EDGAR regulations require DIR to conduct 1) an independent estimate of the value of goods and services before receiving bids or proposals; and 2) a cost or price analysis before awarding a contract. While EDGAR only requires an independent estimate/cost or price analysis for contracts at or above \$150,000, DIR performs a pricing analysis for every contract awarded^[6]

When does DIR conduct the cost or price analysis?

For procurement actions involving federal funds at or above \$150,000, the new EDGAR regulations require DIR to conduct 1) an independent estimate of the value of goods and services before receiving bids or proposals; and 2) a cost or price analysis before awarding a contract. While EDGAR only requires an independent estimate/cost or price analysis for contracts at or above \$150,000, DIR performs a pricing analysis for every contract awarded^[7]

What is a cost analysis?

A cost analysis involves evaluating the separate cost elements such as labor and materials that make up the total price (including profit), to determine whether the costs are allowable, allocable, and ultimately, reasonable in accordance with federal cost principles. ^[8]

What is a price analysis?

A price analysis involves evaluation of the total price without analyzing separate cost elements to determine whether the lump sum is fair and reasonable based on current market value or comparable products or services. [\[9\]](#)

Does the cost or price analysis requirement apply to DIR customers that use federal funds at or above 150K?

Yes. For contracts at or above \$150,000 of federal funds, DIR customers must verify that DIR followed EDGAR procurement rules, including the cost or price analysis requirement. According to the Texas Education Agency, upon verification, the customer may purchase goods or services from DIR vendors directly, “without any additional procurement activities or documentation.”[\[10\]](#). DIR recommends that when using federal funds, at or above \$150,000 for DIR contracts that customers conduct their own price or cost analysis before issuing a purchase order or entering into a contract with DIR vendors in order to comply with EDGAR.

[1] 2 C.F.R. § 200.333.

[2] 2.C.F.R. § 200.318(e).

[3] 2 C.F.R. § 200.318(i).

[4] See Texas Education Agency: March 2, 2015, training materials (PDF)

[5] 2 C.F.R. § 200.323 (a).

[6] 2 C.F.R. § 200.323

[7] 2 C.F.R. § 200.323

[8] See Texas Education Agency: March 2, 2015, training materials (PDF); see also 2 C.F.R. Part 200, Subpart E – Cost Principles; U.S. Dep’t of Housing and Urban Development; [Quick Guide to Cost and Price Analysis for HUD Grantees and Funding Recipients](#) (July 6, 2015)

[9] U.S. Dep't of Housing and Urban Development: Quick to Cost and Price Analysis fur HUD Grantees and Funding Recipients; Texas Education Agency; March 2, 2015 training materials (PDF)

[10] Texas Education Agency: March 2, 2015, training materials (PDF)

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300 W. 15th Street, Suite
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Austin, TX 78701 |

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HP Inc.

Vendor ID

1941081436211

URL

[Vendor Website](#)

HUB Type

Non HUB

DIR Contract Number

DIR-TSO-4159

Contract Term End Date

9/28/2020

Contract Exp Date

9/28/2024

Contact HP Inc.
Contact

[Debra Lee](#)

Phone

(847) 537-0344

Fax

630) 884-320

Contact DIR
Contact

[Thuvan Huynh](#)

Phone

+15124754620

Fax

(512) 475-4759

Contract Overview

HP Inc. offers computers, laptops, tablets, servers, printers, peripherals and other technology products and services through this contract. Available brands include: HP, APC, Citrix, and many others. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors.

Contract Documents

- [DIR-TSO-4159 Contract PDF \(320.51KB\)](#)

QUOTE CONFIRMATION



DEAR LENORA SCALES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LJJS495	4/2/2020	COMO ELEMENTARY	926086	\$75,622.40

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
Acer Chromebook Spin 311 R721T 11.6" AMD A4-9120C 4GB RAM 32GB Chrome Mfg. Part#: NX.HBRAA.001 UNSPSC: 43211503 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Contract: MARKET	210	5467115	\$308.49	\$64,782.90	
ACER 2YR EXT LTD WTY Mfg. Part#: W2.WN1AA.257 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	210	5873114	\$0.00	\$0.00	
Google Chrome Management Console License - Education Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	210	3577022	\$0.00	\$0.00	
Absolute for Chromebooks - Premium - subscription license (3 years) - 1 lic Mfg. Part#: MTMPRMC-GD-PROMO-36-DIRECTONLY UNSPSC: 43233205 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	210	4406824	\$0.00	\$0.00	
AVerCharge E36c+ 36 Device Economy Charging Cart Mfg. Part#: CHRGE36C+ UNSPSC: 56101535 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Contract: MARKET	7	5572567	\$740.00	\$5,180.00	
FORTHWORTH-RFP17-091-30UNITMAXPERCRT Mfg. Part#: EBR-E21034-02 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	7	4794637	\$808.50	\$5,659.50	
ABUS LOCK 87627 85/40 MK KD PADLOCK	7	4467171	\$0.00	\$0.00	

QUOTE DETAILS (CONT.)

Mfg. Part#: 85/40 MK KD
Contract: National IPA ESC R4
#R160201 (TCPN-FWISD)
Contract: MARKET

MASTERLOCK KEYPAD ALIKE 1-1/2 7 4454337 \$0.00 \$0.00

Mfg. Part#: 4140KA
Contract: National IPA ESC R4
#R160201 (TCPN-FWISD)
Contract: MARKET

PURCHASER BILLING INFO		SUBTOTAL	\$75,622.40
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$75,622.40
DELIVER TO	Please remit payments to:		
Shipping Address: FORT WORTH ISD LENORA SCALES 4711-B #64 HWY 36 SOUTH COMO ELEMENTARY ROSENBERG, TX 77471 Phone: (817) 814-2120 Shipping Method:	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G SALES CONTACT INFORMATION



K12 North Texas Account Team
- Mike & Eric

(866) 301-5739

k12northtexas@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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QUOTE CONFIRMATION



DEAR LENORA SCALES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LJJS519	4/2/2020	JOHN T WHITE ELEMENTARY	926086	\$97,228.80

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Acer Chromebook Spin 311 R721T 11.6" AMD A4-9120C 4GB RAM 32GB Chrome Mfg. Part#: NX.HBRAA.001 UNSPSC: 43211503 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Contract: MARKET	270	5467115	\$308.49	\$83,292.30
ACER 2YR EXT LTD WTY Mfg. Part#: W2.WN1AA.257 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	270	5873114	\$0.00	\$0.00
Google Chrome Management Console License - Education Mfg. Part#: CROSSWDISEDU UNSPSC: 43232804 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	270	3577022	\$0.00	\$0.00
Absolute for Chromebooks - Premium - subscription license (3 years) - 1 lic Mfg. Part#: MTMPRMC-GD-PROMO-36-DIRECTONLY UNSPSC: 43233205 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	270	4406824	\$0.00	\$0.00
AVerCharge E36c+ 36 Device Economy Charging Cart Mfg. Part#: CHRGE36C+ UNSPSC: 56101535 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Contract: MARKET	9	5572567	\$740.00	\$6,660.00
FORTHWORTH-RFP17-091-30UNITMAXPERCRT Mfg. Part#: EBR-E21034-02 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	9	4794637	\$808.50	\$7,276.50
ABUS LOCK 87627 85/40 MK KD PADLOCK	9	4467171	\$0.00	\$0.00

QUOTE DETAILS (CONT.)

Mfg. Part#: 85/40 MK KD
 Contract: National IPA ESC R4
 #R160201 (TCPN-FWISD)
 Contract: MARKET

<u>MASTERLOCK KEYPAD ALIKE 1-1/2</u>	9	4454337	\$0.00	\$0.00
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Mfg. Part#: 4140KA
 Contract: National IPA ESC R4
 #R160201 (TCPN-FWISD)
 Contract: MARKET

PURCHASER BILLING INFO		SUBTOTAL	\$97,228.80
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$97,228.80
DELIVER TO		Please remit payments to:	
Shipping Address: FORT WORTH ISD LENORA SCALES 4711-B #64 HWY 36 SOUTH JOHN T WHITE ELEMENTARY ROSENBERG, TX 77471 Phone: (817) 814-2120 Shipping Method:		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



K12 North Texas Account Team
 - Mike & Eric

(866) 301-5739

k12northtexas@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

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QUOTE CONFIRMATION



DEAR LENORA SCALES,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LJJS549	4/2/2020	MITCHELL BOULEVARD ELEMENTARY	0926086	\$21,606.40

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Acer Chromebook Spin 311 R721T 11.6" AMD A4-9120C 4GB RAM 32GB Chrome Mfg. Part#: NX.HBRAA.001 UNSPSC: 43211503 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Contract: MARKET	60	5467115	\$308.49	\$18,509.40
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Absolute for Chromebooks - Premium - subscription license (3 years) - 1 lic Mfg. Part#: MTMPRMC-GD-PROMO-36-DIRECTONLY UNSPSC: 43233205 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	60	4406824	\$0.00	\$0.00
AVerCharge E36c+ 36 Device Economy Charging Cart Mfg. Part#: CHRGE36C+ UNSPSC: 56101535 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Contract: MARKET	2	5572567	\$740.00	\$1,480.00
FORTHWORTH-RFP17-091-30UNITMAXPERCRT Mfg. Part#: EBR-E21034-02 Contract: National IPA ESC R4 #R160201 (TCPN-FWISD) Electronic distribution - NO MEDIA Contract: MARKET	2	4794637	\$808.50	\$1,617.00
ABUS LOCK 87627 85/40 MK KD PADLOCK	2	4467171	\$0.00	\$0.00

QUOTE DETAILS (CONT.)

Mfg. Part#: 85/40 MK KD
 Contract: National IPA ESC R4
 #R160201 (TCPN-FWISD)
 Contract: MARKET

<u>MASTERLOCK KEYPAD LOCK ALIKE 1-1/2</u>	2	4454337	\$0.00	\$0.00
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Mfg. Part#: 4140KA
 Contract: National IPA ESC R4
 #R160201 (TCPN-FWISD)
 Contract: MARKET

PURCHASER BILLING INFO	SUBTOTAL	\$21,606.40
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30-VERBAL	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$21,606.40
	DELIVER TO Shipping Address: FORT WORTH ISD LENORA SCALES 4711-B #64 HWY 36 SOUTH MITCHELL BOULEVARD ELEMENTARY ROSENBERG, TX 77471 Phone: (817) 814-2120 Shipping Method:	

Need Assistance? CDW•G SALES CONTACT INFORMATION



K12 North Texas Account Team
 - Mike & Eric

(866) 301-5739

k12northtexas@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

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Audio•Video•Sales•Design•Service•Installation
 1209 N Saginaw Blvd.
 G-243
 Saginaw, TX 76179

Quote Number Q450415254

April 1, 2020

QUOTED TO **TROX CONTACT**

Account: Fort Worth ISD
 Contact: Henry Garcia
 Address: 3150 McCart, Suite 16
 Fort Worth, TX 76110
 817-814-3106

Account Executive: AJ Flores
 Email: aj.flores@trox.com
 Phone: (469)540-9555
 Fax: (469)445-1367

BuyBoard 573-18

Terms Net 30 FOB Destination Customer # 5999 Expires 05/02/20

Item #	Description	Unit Price	Qty	Ext. Price
1	CDI LNV81QC0000US Lenovo 300E Chromebook (2nd Gen)	252.75	2620	662205.00
2	GOOGLE CHROME LICENSES	24.00	2620	62880.00
3	4 YEAR ADP WARRANTY Including MAX Cases	72.80	2620	190736.00
4	ABSOLUTE FOR CHROME 4 Year License	16.71	2620	43780.20
5	SERVICES UV Print, Whiteglove, Asset Tag, Shipping to 81 Locations	15.40	2620	40348.00

Thank You,

AJ Flores
 Account Executive

Total 999949.20
Plus Applicable Tax

Don't forget we are a great source for mounting hardware, screens, replacement lamps, carts, cables, etc...
WE CAN HELP YOU ACHIEVE YOUR GOALS!

**CONSENT AGENDA ITEM
BOARD MEETING
April 14, 2020**

TOPIC: APPROVE EMERGENCY PURCHASE OF STUDENT INTERNET CONNECTIVITY (HOTSPOTS) LINES

BACKGROUND:

Additional student connectivity (hotspots) accounts are necessary and urgently needed in order to provide school families with the capability to connect to the internet to support instruction. Access to the internet is critical for support of the Learning at Home initiative during the mandated State and Tarrant County Covid-19 school closure. This purchase will provide a 3GB Mobile Plan and AccessMyLAN will be activated on 6,000 lines.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Emergency Purchase of Student Internet Connectivity (Hotspots) Lines
2. Decline to Approve Emergency Purchase of Student Internet Connectivity (Hotspots) Lines
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Emergency Purchase of Student Internet Connectivity (Hotspots) Lines

FUNDING SOURCE

Title IV \$900,000
General Fund \$396,000

Additional Details

289-53-6299-C19-999-24-512-000000-20F12
199-53-6299-C19-999-99-610-000000

COST:

\$1,296,000.00

VENDOR:

AT&T Mobility

PURCHASING MECHANISM

Emergency and Interlocal Agreement

There are three source documents that support emergency purchases. The first is from the EDGAR 2 CFR 200.320(f)(2). The second is Texas Education Code 44.031(h) and the third is our Local Board Policy CH LOCAL.

This purchase is in accordance with 2 CFR 200.318(e) and Texas Education Code section 44.031(j) regarding school district purchases made through state and local intergovernmental agreements, inter-entity agreements, or an interlocal agreement contract. Pricing was obtained through the Texas Department of Information Resources (DIR) contract TSO 3420. Supporting documentation is attached. The recommended vendor are listed above.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

All schools

RATIONALE:

Fort Worth ISD needs to support online instruction by providing additional student connectivity accounts during the Covid-19 Stay at Home order and school closure.

INFORMATION SOURCE:

Jerry Moore



Quotation

DIR TSO 3420

<https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-3420&keyword=3420>

Fort Worth ISD
Jerry Moore
Chief Academic Officer

DATE 4/11/2020

Quotation valid until: 5/1/2020

Prepared by: Valerie Forbes

Fort Worth ISD
Phone: (817) 814-2400
Fax: (817) 814-2405
Email: jerry.moore2@fwisd.org

Monthly Recurring Charges		
Quantity	Description	Total Solution
6,000 Lines	3GB Mobile Plan and AccessMyLAN	\$1,296,000.00

Quantity	Device
6,000	HotSpots

Terms and Conditions of Offer

- 1- Purchasing Vehicle is Texas State DIR Mobility Contract
- 2- Customer must activate 3GB Mobile Select Data Plan with AccessMyLan (AML) on all lines
- 3- AT&T will process the activation of the 3GB Plan and AML FWISD will be responsible for the initiation of the hotspot and provisioning of AccessMyLan

If you have any questions concerning this quotation, contact **Valerie Forbes (valerie.forbes@att.com)** or **Celeste Crow (cd0371@att.com)**

THANK YOU FOR YOUR PARTNERSHIP

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**CONSENT AGENDA ITEM
BOARD MEETING
April 14, 2020**

TOPIC: APPROVE AMENDMENT AND RATIFICATION TO THE COLLEGE BOARD CONTRACT

BACKGROUND:

Fort Worth ISD annually administers the PSAT/NMSQT to all 10th and 11th grade students, PSAT 8 to all 8th grade students and the SAT School Day Test to all 11th grade students as a component of College Board’s college readiness assessment suite. Early participation in the sequentially aligned program provides student exposure to the exam format and free, personalized practice materials. The data provided grants access to AP Potential, an identifying tool utilized to determine student placement in advanced level courses. Specifically, the SAT 11th grade School Day Test allows juniors to acquire SAT college entrance exam scores in the spring of the junior year, which supports early college admissions. The participation program and suite of assessments provide students with an opportunity for early exposure, access to free study aids and practice materials and a competitive option for college admission. Additionally, these assessments provide data on the strengths and weaknesses of the district’s curriculum.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Amendment and Ratification to the College Board Contract
2. Decline to Approve Amendment and Ratification to the College Board Contract
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Amendment and Ratification to the College Board Contract

FUNDING SOURCE

Additional Details

General Fund

199-31-6339-0WS-XXX-21-378-00000

COST:

\$378,846.00

VENDOR:

The College Board

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bids/Proposals received: 202

HUB Firms: 28

Compliant Bids: 202

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

PSAT/NMSQT - 10th and 11th grade; SAT School Day Exams:

Arlington Heights High School
Benbrook Middle High School
Carter-Riverside High School
Diamond Hill-Jarvis High School
Paul Laurence Dunbar High School
Eastern Hills High School
Green B. Trimble Technical High School
I.M. Terrell Academy for STEM and VPA
Marine Creek Collegiate High School
North Side High School
Oscar Dean Wyatt High School
Polytechnic High School
R. L. Paschal High School

South Hills High School
Southwest High School
Texas Academy of Biomedical Sciences
TCC/South-FWISD Collegiate High School
Western Hills High School
World Languages Institute
Young Men's Leadership Academy
Young Women's Leadership Academy

PSAT 8 EXAM:

Applied Learning Academy
Benbrook Middle School
Como Montessori
Daggett Montessori
E.M. Daggett Middle School
Forest Oak Middle School
Handley Middle School
J. Martin Jacquet Middle School
J.P. Elder Middle School
Jean McClung Middle School
Kirkpatrick Middle School
Leonard Middle School
Meadowbrook Middle School
Middle Level Learning
Morningside Middle School
Riverside Middle School
Rosemont Middle School
W.A. Meacham Middle School
W.C. Stripling Middle School
W.P. McLean Middle School
Wedgwood Middle School
William James Middle School
William Monnig Middle School
World Languages Institute
Young Men's Leadership Academy
Young Women's Leadership Academy

RATIONALE:

The redesigned suite is aligned with the skills needed for success in advanced placement, college writing assignments, college, and career training. FWISD graduating participation in the SAT has increased by almost 50% from 2016-2019. This growth has been a direct result of early participation and consistent exposure which approving this amendment will continue to allow us to do.

INFORMATION SOURCE:

Jerry Moore

**CB-00026391 AMENDMENT #1 TO
COLLEGE READINESS AND SUCCESS CONTRACT CB-00024605**

THIS AMENDMENT #1 (“Amendment”) amends that certain College Readiness and Success Contract dated April 17, 2019 filed under College Board Contract Number CB-00024605 (the “College Readiness and Success Contract”), by and between the College Board (“College Board”) and Fort Worth Independent School District (“Client”). Capitalized terms used herein shall have the meaning ascribed in the College Readiness and Success Contract.

WHEREAS, Client and College Board entered into the College Readiness and Success Contract to implement PSAT/MNSQT®, PSAT™ 8/9 Early Participation and SAT® School Day programs.

WHEREAS, Client has provided updated information that modifies certain provisions in the College Readiness and Success Contract; and

WHEREAS, the parties desire to enter this Amendment to reflect the updated information from Client to delete the SAT School Day Fixed Fee program and add in its place the SAT School Day Volume base program for the 11th grade cohort.


NOW, THEREFORE, in consideration of the mutual promises, representations and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Fixed Fee Schedule.** The SAT School Day Program Schedule in the Agreement is hereby deleted in its entirety and replaced as attached hereto and incorporated herein by this reference.
- 2. Budget Schedule.** The Budget Schedule in the Agreement is hereby deleted in its entirety and replaced as attached hereto and incorporated herein by this reference.
- 3. Incorporation by Reference.** Other than the changes set forth in the preceding paragraphs, all terms and conditions of the College Readiness and Success Contract remain in full force and effect. Where there is a conflict between the College Readiness and Success Contract and this Amendment, the provisions of this Amendment shall supersede and replace the conflicting terms and conditions of the Agreement. This Amendment, together with the College Readiness and Success Contract, and any previous amendments, constitutes the entire understanding of the parties and cannot be further modified except by further written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

COLLEGE BOARD

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**



Signature

Signature

Jeremy Singer

Name

Name

President

Title

Title

1/23/2020

Date

Date

SAT SCHOOL DAY PROGRAM SCHEDULE

I. BACKGROUND

The College Board will support Client in administering the SAT exam during a school day. Under this Schedule, 'SAT' will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. The scope of services encompasses a Client-sponsored SAT School Day administration and delivery of SAT data and reports through our online data portal (the 'Program'). The College Board supports this initiative by providing clients with access to additional savings when clients pay to administer the SAT to at least one entire grade cohort of students ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the SAT. Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

II. DELIVERABLES

The College Board shall furnish the following SAT School Day deliverables and reports to the schools designated by Client in Section IV (List of 'Participating Schools').

1. School and Student Deliverables:

- a. SAT test materials (test booklets)
- b. Student Online Score Report, delivered via the College Board website.
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance. In addition, if Client is administering digital testing, Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. If Client is administering digital testing ('Digital Testing'), school will receive online access to the digital testing platform and download applications.
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
- f. Materials to support test administration (copies sent to schools).
- g. If Client is administering Digital Testing, SAT SD Digital Testing Coordinator Manual (copies sent to schools based on their district's bulk registration file; one per 10 students registered).

2. District Deliverables:

- a. District online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.

3. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

4. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to the College Board's standard eligibility and administration procedures. Participants must apply for accommodations under the College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at collegeboard.org/SSD. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

5. **Required Information.** Client shall furnish the College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (c) Client’s contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables).

Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
October 16, 2019	September 6, 2019
March 4, 2020	January 31, 2020
March 25, 2020	February 14, 2020
April 14, 2020	March 13, 2020
April 28, 2020	March 27, 2020

In the event that: any of Client’s schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

6. **Training of Designated Personnel at the Participating Schools.** The College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively ‘Designated Personnel’). The required training and/or instructional materials will be made available by the College Board to Client and **must be completed two weeks before two weeks before the test administration date.**

Designated SAT School Day Coordinators are required to adhere to all of the College Board’s procedures, policies, and protocols related to test administration as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

7. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least one week before test administration date.**

8. **Dedicated SAT School Day Customer Service for Educators:**

The College Board will provide Client with telephone customer service support for educators. Specifically, the College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Agreement are at all times owned by the College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

SAT Data License

2. **SAT Data and Reporting.** The College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

For the April 14, 2020 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 The College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from the College Board and the owner of the third party content.
- 2.2 The College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, the College Board shall not be liable to Client nor any third party for Client’s use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

SAT Administration

3. **SAT Test Dates and Participating Grade.** Client has agreed to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11	March 04, 2020	March 25, 2020

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 28, 2020 Primary Test Date.

4. **Administering the SAT.** The SAT will be administered under standard College Board test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by the College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines on the SAT website and in student materials sent by the College Board. For Digital Testing, Client shall also comply with the guidelines as published in the SAT School Day Digital Testing Coordinator Manual, SAT School Day Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides

5. **Digital Testing Requirements (If Client is administering Digital Testing):**

- a. The SAT School Day Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The SAT School Day Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the test in each testing room, and school-owned devices for each test-taking student with the College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet the College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:

- **Supported Operating Systems for Student Testing:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
- **Supported Web Browsers by Operating System:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
- **Network Configuration:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the digital testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
 - d. Bulk Registration is required for schools electing Digital Testing.
6. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. The College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.
7. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
Amon Carter-Riverside High School	442500
Arlington Heights High School	442505
Benbrook Middle-High School	440597
Diamond Hill-Jarvis High School	442515
Dunbar High School	442516
Eastern Hills High School	442518
Green B Trimble Technical High School	442570
Marine Creek Collegiate High School	442609
North Side High School	442545
O D Wyatt Senior High School	442548
Polytechnic High School	442555
Polytechnic High School- Finance and Communication Program	442525
Robert L Paschal High School	442560
South Hills High School	442501
Southwest High School	442565
Tarrant County College South / FWISD Collegiate High School	442616
Texas Academy Of Biomedical Sciences	442492
Western Hills High School	442575
World Languages Institute	440194
Young Mens Leadership Academy	442617
Young Womens Leadership Academy	442489

V. FEE CALCULATION FOR SERVICES AND DELIVERABLESs

1. **Fees.** Client shall pay the College Board \$48.00 for each Participant for the 2019-2020 SAT with Essay test. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT with Essay answer sheets indicate that they are not in a participating cohort.



#CB-00026391 Amendment 1 to #CB-00024605

Client shall pay the College Board \$35.00 for each Participant for the 2019-2020 SAT without essay test. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.

Client acknowledges that full cohort participation is expected of the Participating Grade(s). The enrollment and total cost indicated in the Budget Schedule are estimates.

2. Restrictions. No Participant will be assessed an individual fee for testing under this Schedule if Client has chosen SAT with Essay. If Client has chosen SAT (without Essay) and its Participating Schools have opted in for student purchased essay, such fees will be billed directly to the Participating Schools. The Budget Schedule reflects the option Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.

3. Unused Tests. Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). The unused test fee is 50% of the retail test fee for each unused test booklets and will be charged if a Participating School is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Brenda Carter	Sara Arispe	David Saenz	Brenda Carter
Title:	District High School Coordinator	Director of Institutional Research	Executive Director of College and Career Readiness	District High School Coordinator
Address:	100 University Dr Suite NE 226	100 North University Drive Suite NE226	100 N. University Dr.	100 University Dr Suite NE 226
City/State/Zip:	Fort Worth, TX 76107-1360	Fort Worth, TX 76107	Fort Worth, TX 76107-1360	Fort Worth, TX 76107-1360
Phone:	1-817-814-2591	817-871-2422	817-814-2580	1-817-814-2591
Email:	brenda.carter@fwisd.org	sara.arispe@fwisd.org	david.saenz@fwisd.org	brenda.carter@fwisd.org

¹ This is the person to whom the College Board should direct primary communications.

² This is the person to whom The College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.



#CB-00026391 Amendment I to #CB-00024605

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
SAT SD Volume-Based Without Essay - 11th Grade	July 1, 2019	June 30, 2020	5,632	\$49.50	\$278,784.00	\$81,664.00	\$197,120.00
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2019	June 30, 2020	5,632	\$17.00	\$95,744.00	\$33,792.00	\$61,952.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2019	June 30, 2020	6,076	\$12.00	\$72,912.00	\$30,380.00	\$42,532.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2019	June 30, 2020	7,022	\$17.00	\$119,374.00	\$42,132.00	\$77,242.00

Subtotal: \$566,814.00

Total Discount: \$187,968.00

Total Cost: \$378,846.00

MEMORANDUM

Anita Perry, Ph.D.
Executive Director, Collegiate Programming and Advisement
100 N. University Dr., Ste. NW249 Fort Worth, Texas 76107
OFFICE 817.814.2575 FAX 817.814.2579
anita.perry@fwisd.org



DATE: March 31, 2020

TO: Jerry Moore, Chief Academic Officer

RE: Amendment to the College Board Contract

TEA negotiated with College Board to apply a statewide price of \$35 for the SAT to all Texas public schools for 11th and 12th grade students. The TXCEE funds will cover SAT School Day test administration for all of Fort Worth ISD juniors.

The original Collegeboard contract was approved August, 2019 for \$330,974. The amendment updates the contract to reflect the new state price and billing method (volume vs. fixed fee) which increased the amount from \$330,974 to \$378,846. Although the amount varies from the current contract, the fees are paid through the TEA reimbursement.

Brenda Carter
Collegiate Programming Coordinator

Dr. Anita Perry
Executive Director, Collegiate Programming and Advisement

Jerry Moore
Chief Academic Officer

CONSENT AGENDA ITEM
BOARD MEETING
April 14, 2020

TOPIC: APPROVE USE OF 2017 CAPITAL IMPROVEMENT PROGRAM FUNDS FOR DESIGN OF NEW ELEMENTARY SCHOOL IN BENBROOK VENTANA COMMUNITY

BACKGROUND:

In order to stay aligned with the growth in the Benbrook area, we are asking for approval to begin design on a new elementary school in the Ventana Benbrook area. Funds from the 2017 Bond will be used to pay for the design costs.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Use of 2017 Capital Improvement Program Funds for Design of New Elementary School in Benbrook Ventana Community
2. Decline to Approve Use of 2017 Capital Improvement Program Funds for Design of New Elementary School in Benbrook Ventana Community
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Use of 2017 Capital Improvement Program Funds for Design of New Elementary School in Benbrook Ventana Community

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B37-XXX-99-000-XXXXXX

COST:

Not to Exceed \$1,999,608

VENDOR:

Glenn | Partners

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program

RATIONALE:

With the amount of growth Fort Worth ISD is seeing in the Benbrook area, it is important to begin the design process for the next elementary school in order to keep up with the demand for students in that area.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
April 14, 2020**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR SOUTH HILLS HIGH SCHOOL ATHLETICS JOB NO. 003-001 (RFP #20-001) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, the District issued a Request for Proposals (RFP) to select, via the one-step process, a Construction Manager-at-Risk (“CMAR”) firm for the South Hills High School Athletics project with the following schedule of events:

First Advertisement	February 10, 2020
Second Advertisement	February 18, 2020
Pre-Proposal Conference – 2:00pm CST	Tuesday, February 18, 2020
Deadline for Questions – 2:00pm CST	Friday, February 21, 2020
Addendum Posted	Tuesday, February 25, 2020
Deadline to Receive Qualifications – Prior to 10:00am CST	Tuesday, March 3, 2020
Evaluation Meeting	Tuesday, March 17, 2020
Board Approval of CMAR Firm	April 14, 2020

The District received three Proposals from the following Firms:

AUI Partners LLC
Key Construction Texas LLC & DLB Consultants
Steele & Freeman, Inc.

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for South Hills High School Athletics Job No. 003-001 (RFP #20-001) in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for South Hills High School Athletics Job No. 003-001 (RFP #20-001) in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for South Hills High School Athletics Job No. 003-001 (RFP #20-001) in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-003-99-000-003001

COST:

Not to Exceed \$10,479.00

VENDOR:

Steele & Freeman, Inc.

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 20-001

Number of Bid/Proposals Received: 3

Number of Compliant Bid/Proposals Received: 3

Joint Venture Firms: 1

HUB Firms: 1

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
TEA #003 South Hills High School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected the construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.151, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Vicki Burris

CONSENT AGENDA ITEM
BOARD MEETING
April 14, 2020

TOPIC: APPROVE RATIFICATION OF AN ELECTRIC DELIVERY COMPANY EASEMENT AND RIGHT-OF-WAY AGREEMENT FOR AMON CARTER-RIVERSIDE HIGH SCHOOL ADDITION / RENOVATION JOB NO. 001-102 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

The electric delivery company is requiring an easement and right-of-way for overhead and underground electric supply lines at Amon Carter Riverside High School to provide power for the new addition at the site (Job No. 001-102). This Easement and Right-of-Way with is for part of Lot 1, Block 20-R of Sylvan Heights, an addition to the City of Fort Worth, as recorded in Cabinet A, Slide 7286, of the Plat Records, Tarrant County, Texas. This agenda item is to ratify the approval of the aforementioned easement.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of an Electric Delivery Company Easement and Right-Of-Way Agreement for Amon Carter-Riverside High School Addition / Renovation Job No. 001-102 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve ratification of an Electric Delivery Company Easement and Right-Of-Way Agreement for Amon Carter-Riverside High School Addition / Renovation Job No. 001-102 in Conjunction with the 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of an Electric Delivery Company Easement and Right-Of-Way Agreement for Amon Carter-Riverside High School Addition / Renovation Job No. 001-102 in conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

No Cost

None

COST:

No Cost

VENDOR:

Oncor Electrical Delivery Company

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
Amon Carter-Riverside High School

RATIONALE:

In order for the new addition to have adequate power and communications to operate, a new easement and right-of-way must be granted to an electrical delivery company.

INFORMATION SOURCE:

Vicki Burris

**ACTION AGENDA ITEM
BOARD MEETING
April 14, 2020**

TOPIC: APPROVE FOOD SERVICE MANAGEMENT RENEWAL FOR THE 2020-2021 SCHOOL YEAR CONTINGENT UPON REVIEW AND FINAL APPROVAL BY THE TEXAS DEPARTMENT OF AGRICULTURE (TDA)

BACKGROUND:

Sodexo Magic was awarded a Food Service Management Contract (FSMC) for the 2019-2020 school year. The District must notify TDA each year of the remaining four years of the contract of the intent to renew the contract for their approval by April 30 of each year.

The FSMC is not considered executable until approval has been granted by TDA. Failure to submit by the appropriate due date may result in longer than usual review and possible TDA disapproval.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Food Service Management Renewal for the 2020-2021 School Year Contingent upon Review and Final Approval by the Texas Department of Agriculture (TDA)
2. Decline to Approve Food Service Management Renewal for the 2020-2021 School Year Contingent upon Review and Final Approval by the Texas Department of Agriculture (TDA)
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Food Service Management Renewal for the 2020-2021 School Year Contingent upon Review and Final Approval by the Texas Department of Agriculture (TDA)

FUNDING SOURCE

Additional Details

Food Service

701-35-6299-001-999-99-540-000000

COST:

To be determined after Texas Department of Agriculture sets the price of school lunches for 2020-2021 School year.

VENDOR:

Sodexo Magic

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Operations
Child Nutrition Services
All Schools

RATIONALE:

Approving a TDA approved food service management company to contractually administer the school lunch program for the District's students will increase food quality and meal participants.

INFORMATION SOURCE:

Art Cavazos


Statutory Requirements

“Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board’s attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney’s duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Law. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.0721
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

“All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

“This notice is posted and filed in compliance with the Open Meetings Law April 10 at 3:30 p.m.



Christian Alvarado
Coordinator
Board of Education

