

*Board of Education
Regular Meeting
December 11, 2018*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on December 11, 2018 the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. 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.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **CALL TO ORDER PUBLIC HEARING TO DISCUSS THE DISTRICT'S 2018 FINANCIAL ACCOUNTABILITY RATING (SCHOOL FIRST)**
3. **PUBLIC COMMENT ON THE PUBLIC HEARING TO DISCUSS THE DISTRICT'S 2018 FINANCIAL ACCOUNTABILITY RATING (SCHOOL FIRST)**
4. **CLOSE PUBLIC HEARING**
5. **PLEDGES** - Oakhurst Elementary School
6. **RECOGNITIONS**
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Volunteer Recognition - Tony Cuestas / Diamond Hill-Jarvis High School and Meacham Middle School
7. **LONE STAR GOVERNANCE**
 - A. Gold Seal Programs of Choice
8. **PUBLIC COMMENT**
9. **RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM**
10. **DISCUSSION OF AGENDA ITEMS**

11. 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	5
1. November 13, 2018 - Regular Meeting	7
B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve the Purchase of the ACT for All Fort Worth Independent School District Juniors (11th Grade) to Meet CCMR Metrics to Prepare All Students for Career, College and Military Readiness	15
2. Approve Purchase of Fax Over IP Solution	20
3. Approve Purchase of Computer Equipment and Services for Middle Schools DiGiN and High Schools DiGiN Laptop Refresh	25
4. Approve Annual Renewal and Contract Addendum for Maintenance and Support of the Student Information System	31
5. Approve the Purchase of Additional Services and Laserfiche Software Licenses	35
6. Approve FBI Fingerprint Processing & Criminal History Checks	42
C. Approve YMLA Career and Technical Dual Credit Education Instructional Program	47
D. Approve TNTP Memorandum of Understanding for Tarrant County Landscape Talent Study	50
E. Approve Memorandum of Understanding Establishing Fort Worth ISD as a "Partnering Organization" of the Congressional Award	61
F. Approve the Interlocal Agreement Contract Between Grand Prairie Independent School District and the Fort Worth Independent School District for Procurement Card Services	66
G. Approval of Contract with the Tarrant Appraisal District	71
H. Approval of Budget Amendment for the Period Ended November 30, 2018	74
I. Approve License Agreement Between the Fort Worth Independent School District and the City of Fort Worth for the Usage of Space at the Northside and Southside Community Center for Adult Education Classes	79
J. Approve Architectural Services for Phase II of the Innovation Center 1050 Bridgewood Drive	101
K. Approve the Contracts for General Construction as Modified for the 2017 Capital Improvement Program	106
L. Closeout of the Contract with Reeder+Summit Joint Venture for Bid Package 015 (RFCSP #17-004) and Authorization of Final Payment in the 2013 Capital Improvement Program	109
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- N. Closeout of the Contract with Tegrity Contractors, Inc. for Bid Package 060 (RFCSP #17-008) and Authorization of Final Payment in the 2013 Capital Improvement Program 115
- O. Closeout of the Contract with Reeder+Summit Joint Venture for Bid Package 065 (RFCSP #18-012) and Authorization of Final Payment in the 2013 Capital Improvement Program 118
- P. Closeout of the Contract with Supreme Fixture Company, Inc. for Bid Package KP 001 (RFCSP #16-041) and Authorization of Final Payment in the 2013 Capital Improvement Program 121
- Q. Approve Budget Amendment and Budget Increase for Bid Package 066B Arlington Heights High School (RFCSP 17-066) in the 2013 Capital Improvement Program 124
- R. Approve Authorization to Enter into a Contract with a General Contractor for TEA No. 176 Waverly Park Elementary School Renovation CSP #19-034 in Conjunction with the 2017 Capital improvement Program 131
- S. Approve Authorization to Enter into a Contract with a General Contractor for TEA No. 008 North Side High School Athletic Renovation CSP #19-036 in Conjunction with the 2017 Capital Improvement Program 134

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

13. 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)

14. RECONVENE IN REGULAR SESSION - BOARD ROOM

15. ACCEPT CONSENT AGENDA

16. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda

17. ACTION AGENDA ITEMS

- A. Take Action to Approve the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- B. Take Action to Approve the Recommendation to Terminate Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Take Action to Approve the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

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

19. ADJOURN

**CONSENT AGENDA ITEM
BOARD MEETING
December 11, 2018**

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 the Board Of Education Meeting Minutes
2. Decline to Approve the Board Of Education Meeting Minutes
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve The Board Of Education Meeting Minutes

FUNDING SOURCE

Additional Details

No Cost

COST:

None

VENDOR:

Not Applicable

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

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 November 13, 2018.

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 November 8, 2018, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the 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 November 8, 2018 at 05:30 p.m.

/s/ Faye Daniels
Executive Secretary
Board of Education

RETURN OF THE MEETING NOVEMBER 13, 2018

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on November 8, 2018 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 November 8, 2018,

/s/ Faye Daniels
Executive Secretary
Board of Education

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

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

The following Board Members were present:

Tobi Jackson
Anael Luebanos
Christene Moss
Judy Needham
Ashley Paz
Jacinto Ramos
Norman Robbins
T.A. Sims

Absent: Ann Sutherland

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
Karen Molinar, Chief of Staff
Jerry Moore, Assistant Superintendent of Policy and Planning
Raul Pena, Chief of Elementary Schools
Elsie Schiro, Chief of Business & Finance

Barbara Griffith, Senior Communications Officer
Clint Bond, Executive Director of External & Emergency Communications

2. PLEDGES - Greenbriar Elementary School

Students from Greenbriar Elementary lead in the pledges. The principal and assistant principal were present.

3. RECOGNITIONS

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

Arlington Heights Navy JROTC students were the greeters for the evening.

B. Family Engagement Recognition - Leadership Academy at Mitchell Blvd. PTO

The PTO was introduced by Clint Bond and members were presented with certificates of appreciation.

C. National American Indian Heritage Month

Clint Bond gave this presentation.

4. BOARD MEMBER RECOGNITIONS

A. Hispanic Heritage Committee

Jacinto Ramos presented the committee with a framed copy of the proclamation honoring Pauline Gasca Valenciano, that was approved by the Board on June 26, 2018. A token of appreciation was presented to Dr. Scribner and Mr. Ramos by Rosalinda Martinez.

B. J. P. Elder Volleyball and Football Seasons

Mr. Ramos recognized Mr. & Mrs. Maldonado, J. P. Elder parents, who spoke in support of the students and coaches of the football team. Also recognized was the girl's volleyball team.

A brief recess was called by President Jackson.

5. REPORTS/PRESENTATIONS

A. FWISD Financial Transparency Module

Elsie Schiro gave opening comments and then turned the presentation over to David Johnson and Tandi Smith.

6. LONE STAR GOVERNANCE

A. Annual State of the District Report

Dr. Scribner gave this report, which also included a video. It was stated in the video that 45% of our students are from homes in which the primary language is Spanish.

Judy Needham asked if we had hired the 9 Spanish teachers that were needed? Dr. Scribner answered, "Not yet."

Ashley Paz mentioned the Board's governance and equity work and thinks the Board is falling off track with Lone Star Governance, specifically in regard to community meetings that are needed so the community can understand the workings of the Board. Mrs. Paz also mentioned racial equity work and requested a special meeting regarding equity policy and what updates need to be made to that policy. Mrs. Paz further stated she would like a meeting before the end of the year.

Mrs. Moss thanked Mrs. Paz for bringing up the governance plan and wants to go back to reach the community with a meeting in order to reach the Lone Star Governance goal.

7. PUBLIC COMMENT

Speakers:

Dr. Carla Morton

Rodney Wade

Jason Amon

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

The meeting was recessed at 7:00 p.m. and reconvened in the Board Conference Room at 7:12 p.m.

9. DISCUSSION OF AGENDA ITEMS

Norman Robbins requested his name be added as an attendee in the minutes of agenda item 10.J. regarding the minutes of the Facility Master Plan Committee meeting of May 18, 2018.

10. 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. October 9, 2018 - Regular Meeting

2. October 23, 2018 - Regular Meeting

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

More

1. Approve the Purchase of Two Boilers Used to Heat Swimming Pool at Wilkerson Greines Activity Center
 2. Approve Renewal of the Online Registration System
 3. Approve Renewal and Upgrade of the Web Content Filter
 4. Approve the Selection of Graduation Service Providers
 5. Approve the Contract Between Teaching Trust and Fort Worth Independent School District
- C. Approve Memorandum of Understanding Between Early Childhood Intervention (ECI) of North Central Texas and Fort Worth Independent School District
- D. Approve the Waiving of Rental Fees Associated with Southside Church of Christ Racial Unity Event at Wilkerson-Greines
- E. Approve the Quarterly Investment Report for the Period: July 1, 2018 - September 30, 2018
- F. Approval of Budget Amendment for the Period Ended October 31, 2018
- G. Approve the Annual Report on Cooperative Fees Paid by Fort Worth ISD
- H. Approval to Demolish a Tax-Foreclosed Property
- I. Approval to Allow Board Services Office to Use the Procurement Card (P-Card) to Secure Hotel and Conference Registrations for Board Members with a \$5,000 Daily Transaction Limit
- J. Approve the Minutes for the May 18, 2018 Facilities Master Plan Committee Meeting
- K. Approve the Minutes for the May 15, 2018, June 5, 2018, June 19, 2018 and August 28, 2018 Racial Equity Committee Meetings
- L. Closeout of the Contract with Pasco Brokerage, Inc. for Bid Package KP 002 (RFCSP #16-041) and Authorization of Final Payment in the 2013 Capital Improvement Program
- M. Closeout of the Contract with Mart, Inc. for Bid Package 005 (RFCSP #15-030) and

Authorization of Final Payment in the 2013 Capital Improvement Program

- N. Closeout of the Contract with Communication Concepts (DBA-Communicon Limited) for Bid Package 028 (Buyboard Contract 493-15) and Authorization of Final Payment in the 2013 Capital Improvement Program
 - O. Closeout of the Contract with MDI, Inc. for Bid Package 020 (RFCSP #17-003) and Authorization of Final Payment in the 2013 Capital Improvement Program
 - P. Approve Budget Amendment and Budget Increase for Bid Package 043 I. M. Terrell Academy for STEM and VPA (RFQ/RFP 15-035) in the 2013 Capital Improvement Program
 - Q. Approve the Purchase of Technology Equipment for Bid Package 043 TEA 087 I. M. Terrell Academy for STEM and VPA in the 2013 Capital Improvement Program
 - R. Approval of Budget Increase for Bid Package 061 TEA 011 Green B. Trimble Technical High School in the 2013 Capital Improvement Program
 - S. Authorization to Enter into Contract for Job Order Contracting Services for the 2017 Capital Improvement Program
 - T. Approval of Minutes of the August 27, 2018 Citizens' Oversight Committee Meeting for the 2017 Capital Improvement Program
11. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

The meeting was recessed at 7:15 p.m.

12. 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)

13. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 8:00 p.m.

14. ACCEPT CONSENT AGENDA

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve 14. ACCEPT CONSENT AGENDA.

The motion was unanimously approved.

15. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

16. ACTION AGENDA ITEMS

(No action was taken on Items A., B., and C.)

(Neither Mr. Ramos nor Dr. Sims were present during the voting of Action Items.)

A. Take Action to Approve the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

B. Take Action to Approve the Recommendation to Terminate Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

C. Take Action to Approve the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

D. Approval of Comprehensive Annual Financial Report for the Year Ended June 30, 2018

Motion was made by Judy Needham, seconded by Anael Luebanos, to approve Comprehensive Annual Financial Report for the Year Ended June 30, 2018.

The motion was unanimously approved.

E. Consider the Level III Grievance of Tiffany Sanders (convene in closed session, if necessary)

The grievance was resolved before the meeting.

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 Deliberations (in closed session)
 5. Render Decision, if any, on the Level III Grievance (in open session)
17. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS

Mrs. Paz and Mrs. Moss spoke regarding their trip to Baltimore, MD to attend the Courageous Conversations Conference in Baltimore, Maryland.

18. ADJOURN

The meeting was adjourned at 8:05 p.m.

/s/ Faye Daniels
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
December 11, 2018**

TOPIC: APPROVE THE PURCHASE OF THE ACT FOR ALL FORT WORTH INDEPENDENT SCHOOL DISTRICT JUNIORS (11TH GRADE) TO MEET CCMR METRICS TO PREPARE ALL STUDENTS FOR CAREER, COLLEGE, AND MILITARY READINESS

BACKGROUND:

This item will provide access to the ACT for all FWISD 11th Grade Students, cultivate additional opportunities for students to meet CCMR metrics, and prepare all students for career, college, and military readiness. The ACT organization (ACT.org) is a non-profit entity and produces the leading U.S. college admission test (ACT) that measures what is learned in high school to determine academic readiness for college. The ACT organization maintains control of patent/data rights to ACT test materials.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve the Purchase of the ACT for all Fort Worth ISD Juniors (11th Grade) to meet CCMR Metrics to Prepare All Students for Career, College, and Military Readiness
2. Decline to Approve the Purchase of the ACT for all Fort Worth ISD Juniors (11th Grade) to meet CCMR Metrics to Prepare All Students for Career, College, and Military Readiness
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Purchase of the ACT for all Fort Worth ISD Juniors (11th Grade) to meet CCMR Metrics to Prepare All Students for Career, College, and Military Readiness.

FUNDING SOURCE

Additional Details

Special Revenue

289-31-6339-0WV-XXX-24-512-000000-19F12

COST:

\$218,700.00

VENDOR:

ACT

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129-B

Number of Bid/Proposals received: 31

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 of proposal. The vendor listed above has been selected to support this purchase. This bid is Edgar Compliant.

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

Arlington Heights HS
Benbrook Middle-High School
Carter-Riverside HS
Diamond Hill-Jarvis HS
Dunbar HS
Eastern Hills HS
Marine Creek Collegiate HS
North Side HS
Paschal HS
Polytechnic HS
South Hills HS
Southwest HS
TABS HS
TCC-South, FWISD Collegiate HS
Trimble Technical HS
Western Hills HS
World Languages Institute
Wyatt HS
Young Men's Leadership Academy
Young Women's Leadership Academy

RATIONALE:

To cultivate additional opportunities for students, FWISD Advanced Academics will purchase ACT to meet CCMR metrics to prepare all students for career, college, and military readiness.

INFORMATION SOURCE:

Charles Carroll
David Saenz
Angela Rash



October 22, 2018

Fort Worth Independent School District

This quote is for following ACT product and service:

The ACT for all juniors at Fort Worth Independent School District

Estimated Total Number of Students (provided by David Saenz) = **5400**

Based on 82% Free and Reduced Lunch status:

ACT without Writing (11th Grade) – ALL Students – 5400 @ \$40.50* = \$ 218,700

ACT with Writing (11th Grade) – ALL Students – 5400 students @ \$55.00* = \$297,000

**please note student count is best estimate by the district and final invoice will be based on the number of student in the "final" student data upload.*

Sauda Callahan

Account Executive – Texas

Client Relations

500 ACT Dr. | Iowa City, Iowa 52243-0168

Mobile: 832-995-7164

sauda.callahan@act.org | www.ACT.org



October 25, 2018

David Saenz
Executive Director, College and Career Readiness
Ft. Worth ISD
100 N University Drive
Ft. Worth, TX 76107

Dear Mr. Saenz:

This letter is being sent to you to affirm that ACT, Inc. is the sole source and owner of the ACT[®] test, test items, scoring algorithms, reporting, and research services and the sole source for all related materials. These materials are protected by copyright and trademark and must be ordered directly from ACT, Inc.

Thank you for your interest in our education solutions. If you have any questions or need additional information, please do not hesitate to contact Sauda Callahan, Account Executive, at 832-995-7164 or by email at sauda.callahan@act.org.

Sincerely,

Tami Streinz
Vice President, Sales Support
tami.streinz@act.org | www.ACT.org



cc: Sauda Callahan

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 11, 2018**

TOPIC: APPROVE PURCHASE OF FAX OVER IP SOLUTION

BACKGROUND:

The district currently provides an analog telephone line for each of its fax machines. In addition, in some cases additional peripherals are required for converting the analog signal to digital. The XMedius Fax Solution will provide a reliable, secure and easy to use fax over internet solution, making sending and receiving faxes as easy as using email. The contract proposed will provide this IP solution from January 2019 – December 2024 for the amount of \$90,242. This solution will help the District reduce the cost associated to the analog fax lines, paper, and equipment. It is anticipated that the reduction of analog circuits, analog phone lines and plexar services will reduce the monthly bill by approximately \$60,000 a month.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Fax Over IP Solution
2. Decline to Purchase of Fax Over IP Solution
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Fax Over IP Solution

FUNDING SOURCE

Additional Details

General Fund

199-51-6256-001-999-99-414-000000

COST: \$90,242.00

VENDOR:

CDWG

PURCHASING MECHANISM

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Sourcwell (formerly NJPA) Contract 100614. 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

District-wide

RATIONALE:

Approval of this solution will help the District reduce the cost associated to the analog fax lines and equipment.

INFORMATION SOURCE:

Art Cavazos
Mcdeny Mojica

QUOTE CONFIRMATION



DEAR PAUL ZINN,

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
KFLB262	10/30/2018	XMEDIUS 5YR	0926086	\$90,241.34

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
XMEDIUS FAX SP SRV UL USERS Mfg. Part#: XM-SP-UNL Electronic distribution - NO MEDIA Contract: MARKET	1	1626632	\$6,612.99	\$6,612.99
XMEDIUS ONE FOIP CHANNEL Mfg. Part#: XM-SP-CH-FOIP Electronic distribution - NO MEDIA Contract: Sourcewell Formerly NJPA 100614#CDW Software only (100614#CDW)	30	3161098	\$1,079.57	\$32,387.10
XMEDIUS MS EXCH Mfg. Part#: XM-SP-EXCH Contract: SOURCEWELL Electronic distribution - NO MEDIA Contract: MARKET	1	1626658	\$1,329.81	\$1,329.81
XMEDIUSFAX SP WEB-ENABLED FAX CLIENT Mfg. Part#: XM-SP-WEB Contract: SOURCEWELL Electronic distribution - NO MEDIA Contract: MARKET	1	1828830	\$1,079.57	\$1,079.57
XMEDIUS PHONE SUP W/SW UPG Mfg. Part#: SUP-REG-XM-SP Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	5	1626661	\$8,884.41	\$44,422.05
XMEDIUS REMOTE INSTALL UPVERSION UPD Mfg. Part#: INST-REMOTE-FULL Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	1	2345511	\$1,813.27	\$1,813.27
SAGEM REMOTE INS/VERSION UPDATE-1/2 Mfg. Part#: INST-REMOTE-HALF Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	1	2444901	\$1,020.88	\$1,020.88
SAGEM ADMIN PROD TRAINING 14 HR OL Mfg. Part#: TRN-ADM-BASIC Electronic distribution - NO MEDIA Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	1	4127498	\$1,575.67	\$1,575.67

PURCHASER BILLING INFO	SUBTOTAL	\$90,241.34
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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 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$90,241.34
DELIVER TO Shipping Address: FORT WORTH INDEPENDENT SCHOOL DIST PAUL ZINN 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Shipping Method: DROP SHIP-GROUND	Please remit payments to: 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

IF NO SEPARATE AGREEMENT IS EFFECTIVE, THE TERMS AND CONDITIONS OF SALES AND SERVICES ARE LIMITED TO THOSE CONTAINED IN

THE SOURCEWELL & SOURCEWELL-SW (FORMERLY NJPA) 100614#CDW ("SOURCEWELL"). BY ORDERING OR ACCEPTING DELIVERY OF PRODUCTS OR BY

ENGAGING CDW TO PERFORM OR PROCURE SERVICES, YOU AGREE TO BE BOUND BY AND ACCEPT THOSE SOURCEWELL TERMS AND CONDITIONS. ANY

ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND

NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. THIS DOCUMENT IS CONFIDENTIAL.

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CDWG

Hardware, Software & Related Technology

#100614-CDW

Maturity Date: 11/18/2019

Products & Services 

Products & Services

Sourcewell contract 100614-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional Services

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 11, 2018**

TOPIC: APPROVE PURCHASE OF COMPUTER EQUIPMENT AND SERVICES FOR MIDDLE SCHOOLS DiG iN AND HIGH SCHOOLS DiG iN LAPTOP REFRESH

BACKGROUND:

DiG iN is the District’s digital integration, one-to-one student laptop initiative. The refresh of the one-to-one student device transitioned from a student laptop to a student Chromebook. The District piloted this refresh initiative at one high school during the 18-19 school year. Chromebooks were evaluated by Curriculum and Instruction and were selected as the new student device standard; the Chromebooks will meet the needs of students, are easier to manage, and cost less.

Administration recommends the use of the remaining funds from the 2013 CIP Technology Fund (Fund 682). The use of this fund to purchase student Chromebooks squarely falls within the guidelines for which this fund was created after the 2013 Bond Election. If there are insufficient funds in 2013 CIP, then TRE fund 198 will be used to complete this purchase.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Computer Equipment and Services for Middle Schools DiG iN and High Schools DiG iN Laptop Refresh
2. Decline to Approve Purchase of Computer Equipment and Services for Middle Schools DiG iN and High Schools DiG iN Laptop Refresh
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Computer Equipment and Services for Middle Schools DiG iN and High Schools DiG iN Laptop Refresh

FUNDING SOURCE

Additional Details

CIP 2013
TRE

682-11-6396-12C-698-11-000-000000
198-11-6396-001-XXX-11-610-000000

COST:

\$13,715,600

To the extent available, fund 682 of the 2013 CIP will be used for this purchase. If there are insufficient funds in 2013 CIP, then TRE fund 198 will be used to complete this purchase.

VENDORS:

CDW-G

PURCHASING MECHANISM

Bid/RFP/RFQ

RFCSP 17-091-Computing, Equipment, Accessories and Services

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the National IPA Contract #: R#160201. 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

All Middle Schools and High Schools

RATIONALE:

The purchase method is the most cost-effective way for the District to ensure that student devices are available for all students. Securing the current pricing of the warranties and devices will ensure the District is able to continue supporting instruction with a technology-rich learning environment while preparing students for college and career readiness.

INFORMATION SOURCE:

Art Cavazos
Charles Carroll
Elsie Schiro
Becky Navarre

PRICE QUOTE



QUOTE ID: 449038
 Revision: 4
 CUSTOMER ID: 926086
 QUOTE DATE: 12/03/2018
 QUOTE EXPIRES: 12/14/2018
 PAYMENT TERMS: Net 30 Days
 FOB: Port of Origin

16633 North Dallas Parkway
 Suite 300
 Addison, TX 75001

Project: Acer C731T (4G/32G) | Touch,
 Clam-Shell | 4YR Complete
 Inventory
 Attention: Mcdeny Mojica
 Prepared for: Fort Worth Independent School
 Dist
 100 N University Dr
 Fort Worth, TX
 76107-1360

Sales Person: Rob Corder
 Phone: (815)566-0150
 Email: robcor@cdwg.com
 ISR: Mike Chiesa
 Phone: (312) 705-2961
 Email: mikechi@cdwg.com

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
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1-1			Contract: National IPA ESC R4 #R160201 (FWISD 17-091)		
1-2			Acer C731T (4G/32G) Touch, Clam-Shell 4YR ADP Warranty & 4YR Absolute MTM Licensing		
1-3			<i>Acer has agreed to start the warranty period for these devices upon deployment, not date of purchase.</i>		
1-4			6th, 7th, 8th, 9th, 10th, 11th, 12th Grade Complete Inventory		
1-5	34000	NX.GM9AA.003	Acer Chromebook 11 N7 C731T-C0X8 - 11.6 - Celeron N3060 - 4 GB RAM - 32 GB	\$ 403.40	\$ 13,715,600.00
1-6	34000	146.EE406.006	Acer Paperless Warranty Educare - extended service agreement - Total of 4ys	\$ -	\$ -
1-7	34000	MTMPRMC-GD-PROMO-48	Absolute for Chromebooks - Premium - subscription license (4 years) - 1 lic	\$ -	\$ -
1-8	34000	CROSSWDISEDU	Google Chrome Management Console License	\$ -	\$ -
1-9	34000	MC-ZS-GEN-11-BLK	Max Cases MAX Zip Sleeve 11 Bag - notebook sleeve	\$ -	\$ -
1-10	34000	Custom	Professional White Glove Services and Deployment	\$ -	\$ -
1-11	34000		eBryIT secure warehousing fees. Holding units for FWISD until ready to receive and deploy. This is optional if FWISD does not want to begin project upon purchase of devices	\$ -	\$ -

Sub Total: \$ 13,715,600.00

2-1 CDWG Value-Added 1:1 Services

Please see separate documents for PD project plans, scope of work and support.

2-3	1		FriEDTechnology Professional Development - Custom flex services designed to assist in smooth transition for FWISD over the course of another school year (12 months) for continuation of large-scale 1:1 adoption.	\$ -	\$ -
2-4	1		On-site, eBryIT Staff Augmentation Resource - Level 2 Technician to complement existing FWISD support model. Technician will assist with fleet management and 1:1 roll-out for an employment term proportionate to device count. Estimated 48 months/4 school years. Consecutive weeks required for same on-site resource.	\$ -	\$ -
2-5	1		AmplifiedIT Support Hours (20 hours) - technical assistance for GAFE domain.	\$ -	\$ -

2-6 Quote/Pricing valid until 12/14/2018. Entire solution and QTY of 34,000 or more devices must be purchased for offer to be valid. Pricing valid based on availability of devices/supplies and that is subject to change at any time based on market conditions and stock levels. FWISD approved purchase order MUST be received by CDWG on or before 12/14/2018 for offer to be valid. CDWG cannot guarantee stock without a district-approved purchase order.



PRICE QUOTE

QUOTE ID: 449038 Revision: 4

Prepared for: Fort Worth Independent School Dist

Line #	Qty	Part Number	Description	Customer Price	Customer Extended Price
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Sub Total: \$ -

Quote Total: \$ 13,715,600.00

CUSTOMER IS RESPONSIBLE TO PAY FREIGHT CHARGES. ESTIMATED OR ACTUAL FREIGHT CHARGES ARE NOT INCLUDED IN QUOTES (UNLESS SPECIFICALLY STATED). THIS QUOTE EXCLUDES SALES TAX (UNLESS SPECIFICALLY STATED). SALES AND SERVICES ARE GOVERNED BY THE SIGNED AGREEMENT YOU MAY HAVE WITH CDW. IF NO SEPARATE AGREEMENT IS EFFECTIVE, THE TERMS AND CONDITIONS OF SALES AND SERVICES ARE LIMITED TO THOSE CONTAINED IN THE "TERMS & CONDITIONS" LINK AT <http://www.cdw.com/content/terms-conditions/default.aspx>. BY ORDERING OR ACCEPTING DELIVERY OF PRODUCTS OR BY ENGAGING CDW TO PERFORM OR PROCURE SERVICES, YOU AGREE TO BE BOUND BY AND ACCEPT THOSE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. THIS DOCUMENT IS CONFIDENTIAL.

Response Evaluation

Response Evaluation Summary

Region 4 ESC Contract: R160201 - Technology and Interactive Whiteboard Solutions Products and Services

Aug 1, 2016 to Jul 31, 2019

Executive Summary

Contract Pricing

Master Agreement Documents

Official Signed Contract

EDGAR Certification

New Jersey LFN Packet

Award Documents (Board Approval, Recommendation and Multi-Award Justification)

Award Letter

Response Evaluation

Response Evaluation Summary

Arizona Compliance Questionnaire

Solicitation Process

Determination for RFP

Proof of Publication

Original RFP Document

Pre-Preposal Conference Sign-In Sheet

RFP Addendum 1

RFP Questions and Answers

RFP Request List

RFP Receipt List and Time Stamped Responses

RFP Opening Sign-In Sheet

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 11, 2018**

TOPIC: APPROVE ANNUAL RENEWAL AND CONTRACT ADDENDUM FOR MAINTENANCE AND SUPPORT OF THE STUDENT INFORMATION SYSTEM

BACKGROUND:

This item is for the annual renewal of the maintenance and support of the Focus Student Information System (SIS). The item also includes a contract addendum to extend service through the 2019-2020 – 2022-2023 school year. This contract provides four annual renewals.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Renewal and Contract Addendum for Maintenance and Support the Student Information System
2. Decline to Approve Annual Renewal and Contract Addendum for Maintenance and Support the Student Information System
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Renewal and Contract Addendum for Maintenance and Support the Student Information System

FUNDING SOURCE

Additional Details

General Fund

199-53-6249-802-999-99-423-000000

COST:

\$374,000 (not to exceed annually)

VENDOR:

Focus School Software

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-0030-D

Number of Bid/Proposals received: 15

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 of proposal. 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

District-wide

RATIONALE:

Approval of this item will allow the District to continue to receive support and mainenance for the SIS system during the year.

INFORMATION SOURCE:

Art Cavazos
Robert Mendez

Second Addendum to Master Software and Services Contract

This Second Addendum to Master Software and Services Contract is entered into on December 1, 2018 (“this Second Addendum”), by and between the Fort Worth Independent School Board, governing body of the Fort Worth Independent School District (“the District”) and Focus School Software LLC (“Focus School Software”), a Florida limited liability corporation having its principal place of business at 475 Central Ave., Suite 400, St. Petersburg, FL 33701, with reference to the following facts:

- A. The District and Focus School Software entered into that certain Master Software and Services Contract on January 24, 2013 (“the Master Software and Services Contract”), for the provision of certain software and services to the District (“the Licensed Software and Services”); and
- B. The Master Software and Services Contract had an initial term (“the Initial Term”) of sixty (60) months, with the maintenance services to continue through the end of the year for which the maintenance fee had been paid; and
- C. The Software Maintenance Services Agreement, Attachment C to the Master Software and Services Contract, provides that, upon expiration of the Initial term, the District may renew support and maintenance services (“Support and Maintenance Services”) for one-year renewal periods by paying Focus School Software’s current annual maintenance fees; and
- D. Upon expiration of the Initial Term, the parties entered into the First Addendum to Master Software and Service Contract (“the First Addendum”), dated March 1, 2018, whereby they renewed Support and Maintenance Services for an additional one-year term (described therein as “the Renewal Term”); and
- E. The parties hereto have agreed to renew the Master Software and Services Contract and for Focus School Software to continue to provide Support and Maintenance Services for an additional four (4) year term following the expiration of the Renewal Term at the pricing set forth in this Second Addendum, below.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The Master Software and Services Contract shall be and hereby is extended for an additional four (4) year term (“the Second Renewal Term”).
- 2. The maintenance fee (“the Maintenance Fee”) currently in place pursuant to the Software Maintenance Services Contract and the First Addendum is \$3.00 per student plus \$1.00 for hosting, which remains in effect for the 2018-2019 school year. For the Second Renewal Term, the Maintenance Fee shall increase, as follows:
 - a. 2019-2020 school year: \$3.24 per student plus \$1.00 per student for hosting;
 - b. 2020-2021 school year: \$3.24 per student plus \$1.00 per student for hosting;
 - c. 2021-2022 school year: \$3.24 per student plus \$1.00 per student for hosting;
 - d. 2022-2023 school year: \$3.24 per student plus \$1.00 per student for hosting;

3. All other terms of the Master Software and Services Contract not specifically changed in this Addendum or the First Addendum shall remain in full force and effect. IN WITNESS WHEREOF, the parties have executed this Contract, effective as of the date first above written.

Focus School Software:

Focus School Software
475 Central Avenue
Suite 400
St. Petersburg, FL 33701

THE DISTRICT:

Fort Worth Independent School District
100 N. University Drive
Fort Worth, TX 76107

By _____
Name: Steven Harnois
Director of Operations

By _____
Name: Kent P. Scribner, Ph.D.
Superintendent

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 11, 2018**

TOPIC: APPROVE THE PURCHASE OF ADDITIONAL SERVICES AND LASERFICHE SOFTWARE LICENSES

BACKGROUND:

On September 26, 2017, the Board of Education (BOE) approved the purchase of an electronic document management software solution system outlined in the 2013 CIP Technology Refresh Program that provides the capability to automate business processes to include document management, compliance management, document imaging, and comprehensive business workflows. The initial purchase was approved in the sum of \$427,719.00 and later amended on June 12, 2018, when the BOE approved subscription licenses and maintenance support in the total sum of \$72,373.77.

During the automation of the District's travel program it was discovered that the District needs more licenses to fully deploy the functionality of the Laserfiche software. Accordingly, the District is seeking a contract amendment to have sufficient licenses going forward (Block of 25,000 Licenses). The additional costs after trade-ins and discounts for licenses and annual maintenance support increases by \$12,294.37. Additionally, the support needed for the automation of the District's Mileage Reimbursement Form and the knowledge transfer to automate future forms without the assistance of the Vendor in the future is requested. The one-time cost for this service is \$12,000. The grand total increase is \$24,294.37. The new not to exceed amount will be \$524,387.14. The contract for these services ends December 2020.

By utilizing an electronic workflow, the District will be able to implement more efficient and cost effective processes including a reduction in paper usage, toner, and copier related expenses and improve efficiency, productivity, and service quality to campuses, departments, students and staff. This program will allow for the automation of current operational forms as well as streamline the processing of campus based and district level documents.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Purchase of Additional Services and Laserfiche Software Licenses
2. Decline to Approve the Purchase of Additional Services and Laserfiche Software Licenses
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Purchase of Additional Services and Laserfiche Software Licenses

FUNDING SOURCE

Additional Details

CIP 2013	682-53-6639-09C-999-99-000-000000-\$12,000.00(One Time) 682-53-6249-09C-999-99-000-000000-\$12,294.37
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COST:

\$24,294.37 (one-time cost plus recurring maintenance over 2 years)

VENDOR:

DocuNav Solutions

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 contract. Pricing obtained through the Department of Information Resources Contract DIR-TSO-3277. 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

District-Wide

RATIONALE:

Laserfiche software streamlines and modernizes content management, saving significant human, material and capital resources. The implementation of this software district-wide will allow for all campuses and departments to efficiently manage documents, automate business processes and workflow, replace paper forms with automated forms that collect and route digitally, and integrate into existing business applications including MUNIS and FOCUS.

INFORMATION SOURCE:

Elsie Schiro
Art Cavazos
Robert Mendez
Jonathan Bey



Project Notes & Professional Services Estimate
Fort Worth ISD Knowledge Transfer on Mileage Form

	Cost
Knowledge Transfer Project : Mileage Form	\$12,000.00

DocuNav Solutions to use Mileage Form for knowledge transfer process to teach fundamentals on forms design and workflow building to Fort Worth ISD Technology Department. Changes or additions to scope of work are assumed to be handled by Fort Worth ISD Technology Department and DocuNav Solutions will consult.

High level project scope included below:

- Folder Setup
- Retention Setup
- Folder Security
- User and Group Setup
 - o 1 LDFS group setup for licensing
- Build Up to 2 Forms as part of mileage process
 - o 1 database connection
- Configure process modeler in workflow to automatically route forms for approval, send email notifications, and file.
 - o Up to 2 Workflows
 - o 1 database connection
- Create database or tables for integration/reporting

Knowledge transfer project	: <u>\$12,000.00</u>
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VP Imaging, Inc. dba DocuNav Solutions
 8501 Wade Blvd., Suite 760
 Frisco, TX 75034
 800-353-2320

DocuNav Contact:
 Ashley Jackson

PROPOSAL



Fort Worth
 INDEPENDENT SCHOOL DISTRICT

Date: 11/19/2018
Quote: 13397

PROFESSIONAL SERVICES

1	DN	Knowledge Transfer Project Mileage Form	\$12,000.00
	ICT	*Please see Appendix A: Project notes below	
	PP		

**Note: All quotes expire 30 days from above date. Please call your DocuNav contact for any changes.*

Subtotal		\$12,000.00
Tax		EXEMPT
Total		\$12,000.00

 Sign Here

 Date

Payment Terms: All payments are Net 30 from date of invoice issued. Preferred payment method: check or ACH payment. Subscription terms will renew on the anniversary of the date of your DocuNav Annual Support Agreement unless you provide cancellation notice 45 days before the end of the agreement. On-site Professional Services Time: billing rate quoted does not include travel and expenses for out of state professional services time.



VP Imaging, Inc. dba DocuNav Solutions
 8501 Wade Blvd., Suite 760
 Frisco, TX 75034
 800-353-2320

DocuNav Contact:
 Ashley Jackson

PROPOSAL



Fort Worth
 INDEPENDENT SCHOOL DISTRICT

Date: 11/19/2018

Quote: 13395

LASERFICHE ANNUAL SUBSCRIPTION AGREEMENT

1	JEDCOM 04	Laserfiche Annual Subscription Licensing: Education Users (Block of 25,000 Licenses) *User Capabilities: provides read-only repository access and the ability to participate in forms processes for accredited educational institutions	\$27,745.00	\$27,745.00
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TRADE-IN CREDIT

1	TRD CREDIT	Trade-In/Up Credits for existing Education Users (Block of 5,000 Licenses) *Trade in credit is for one year of existing subscription licensing pending approval by <u>12/31/2018</u>	\$(16,645.00)	\$(16,645.00)
1	DSA CREDIT	Trade in/up Credit For (1) Year of Support On Current Education User License (Block of 5,000 Licenses) *Trade in credit is for one year of support for existing subscription licensing pending approval by <u>12/31/2018</u>	\$(2,496.75)	\$(2,496.75)

ANNUAL SUPPORT AGREEMENT (Recurring Cost)

1	DSAPR	Priority Annual (DSA) DocuNav Solutions Priority Support Agreement: See attached agreement for details.	\$4,161.75	\$4,161.75
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DISCOUNTS

1	BuyBoard DSC	DocuNav Solutions Discount (4%-off software) *Please See BuyBoard Contract #544-17	\$(470.63)	\$(470.63)
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*Note: All quotes expire 30 days from above date. Please call your DocuNav contact for any changes.

Subtotal	\$12,294.37
Tax	EXEMPT
Total	\$12,294.37

 Sign Here

 Date

Payment Terms: All payments are Net 30 from date of invoice issued. Preferred payment method: check or ACH payment. Subscription terms will renew on the anniversary of the date of your DocuNav Annual Support Agreement unless you provide cancellation notice 45 days before the end of the agreement. On-site Professional Services Time: billing rate quoted does not include travel and expenses for out of state professional services time.



VP Imaging Inc. dba DocuNav Solutions

Vendor ID
1752738222400
URL
Vendor Website
<http://www.docunav.com/web/dir.htm>
HUB Type
Non HUB

DIR Contract Number
DIR-TSO-3277
Contract Term End Date
8/28/2018
Contract Exp Date
8/28/2019

Contact VP Imaging Inc. dba DocuNav Solutions Contact DIR

Contact
Ashley Jackson
<mailto:ajackson@docunav.com>
Phone
(800) 353-2320
Fax
(469) 327-4264

Contact
Elizabeth Lopez
<mailto:elizabeth.lopez@dir.texas.gov>
Phone
(512) 936-1428
Fax
(512) 475-4759

Contract Overview

This contract is for Education Information Technology (IT) Products and Related Services (Brand: Laserfiche)

Contract Documents

- [DIR-TSO-3277 Contract PDF \(156.37KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3277%20Contract.pdf)
[http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3277 Contract.pdf](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3277%20Contract.pdf)
- [DIR-TSO-3277 Appendix A Standard Terms and Conditions \(per Amendment 3\) PDF \(313.89KB\)](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3277%20Appendix%20A%20Standard%20Terms%20and%20Conditions%20(per%20Amendment%203).pdf)
[http://publishingext.dir.texas.gov/portal/internal/contracts-and-](http://publishingext.dir.texas.gov/portal/internal/contracts-and-services/Contracts/DIR-TSO-3277%20Appendix%20A%20Standard%20Terms%20and%20Conditions%20(per%20Amendment%203).pdf)

**CONSENT AGENDA ITEM
BOARD MEETING
December 11, 2018**

TOPIC: APPROVE FBI FINGERPRINT PROCESSING & CRIMINAL HISTORY CHECKS

BACKGROUND:

FBI fingerprinting processing and criminal history checks necessary for pre-employment requirements as set forth in Board Policy, DC (LOCAL) for all employees.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve FBI Fingerprint Processing & Criminal History Checks
2. Decline to Approve FBI Fingerprint Processing & Criminal History Checks
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve FBI Fingerprint Processing & Criminal History Checks

FUNDING SOURCE

Additional Details

General Fund

199-41-6299-001-750-99-299-000000

COST:

\$69,100.00

VENDOR:

Idemia Identity & Security USA LLC

PURCHASING MECHANISM

Sole Source

This purchase is in accordance with the Texas Education Code section 44.03(j) regarding school district purchases available from only one source. The vendor listed above was awarded RFP 405-LES-14-041483 & RFP 405-16-P003027 by the TxDPS to provide the Fingerprinting Process and Criminal History Checks throughout Texas. A completed sole source affidavit is attached.

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

Office of Professional Standards

RATIONALE:

FBI fingerprinting processing and criminal history checks necessary for pre-employment requirements as set forth in Board Policy, DC (local) for all employees.

INFORMATION SOURCE:

Karen Molinar
Michael Menchaca

CONTRACT AMENDMENT			Page of	Pages
			1	2
1A. Contract No. 405-16-P003027	1B. Order No. (PO,JO,SA) 405-16-P003027	2. Amendment No. 6	3. Effective Date Date of Execution	
4. Issued By: Department of Public Safety Procurement and Contract Services MSC 0266 Commodities and Services Branch Building A, 1 st Floor 5805 North Lamar Blvd. Austin, Texas 78752		5. Name and Address of Contractor Idemia Identity & Security USA LLC 296 Concord Road Suite 300 Billerica, MA 01821		
6. BILATERAL AMENDMENT ISSUED PURSUANT TO AUTHORITY UNDER: H.14 Amendments				
7. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 ORIGINALS TO THE ISSUING OFFICE.				
8. PURPOSE OF AMENDMENT: Revise Sections C.5 3.2.A and C.5 3.2.C; Add Sections H.69, H.70, & H.71; Update Contract Administrator and Contract Monitor.				
9. DESCRIPTION OF AMENDMENT:				
<p>A. Financial Audit of the Contract is as follow; This is a pass-through contract with initial term from 6/5/2017-8/31/2017; pass-through funding not to exceed \$4,200,000.00; MOD-001 (\$0 Administrative Changes) not to exceed amount remains \$4,200,000.00; MOD-002 (Revenue-generating contract with funding passing directly between CPA and vendor, Contract value increase by \$14,000,004.00) not to exceed amount increased to - \$18,200,004.00; MOD-004 (\$0 Fee Description Changes) not to exceed remains \$18,200,004.00; AMD-006 (\$20,000,000.00 first Optional Renewal with a term effective 9/1/2017-8/31/2019, \$0 Fee Description Changes, and other Administrative Changes) not to exceed amount is increase to - \$38,200,004.00; AMD-006 (\$0 Administrative Changes) not to exceed amount remains \$38,200,004.00</p> <p>B. Amend Contract language per PPP-1 LES201710270758 as follows: C.5.3.2.A by striking the following sentence: The Contractor's identified mobile locations shall be operational for a minimum of eight hours a day, excluding Saturday hours. C.6.3.2.C by striking the following sentence: The Contractor shall establish, operate and maintain the replacement mobile location during the hours of the previously closed fixed location until the Contractor establishes a new fixed location in the area serviced by the closed location.</p> <p>C. Revise Section G.1.2 Contract Administrator as follows: Delete Robin Sheehan, MBA, CTCM, CTPM and replace with D'Ann Baker, CTPM Delete (512) 424-0200 and replace with (512) 424-2534 Delete robin.sheehan@dps.texas.gov and replace with dann.baker@dps.texas.gov</p> <p>D. Revise Section G.1.3 Contract Monitor as follows: Delete Meg Kee, CTPM, CTCM and replace with Robin Sheehan, MBA, CTCM, CTPM Delete meg.kee@dps.texas.gov and replace with robin.sheehan@dps.texas.gov</p> <p>E. Revise Section H.88, Restricted Employment to read as follows: Under Tex. Gov't Code § 572.069, Vendor certifies that it has not employed and will not employ a former DPS employee or state officer who participated in a procurement or contract negotiation for DPS involving the Vendor before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.</p> <p>This Certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.</p>				
All other terms and conditions remain unchanged.				
9A. Authorized Representative Edward Casey, CEO		9B. Idemia Identity & Security USA LLC <i>Edward Casey</i> _____ (Signature of Authorized Representative)		9C. Date Signed July 26, 2018
10A. Authorized Representative Steven C. McCraw, Director		10B. Department of Public Safety _____ (Signature of Authorized Representative)		10C. Date Signed

CONTRACT AMENDMENT				Page of	Pages
1A. Contract No.	1B. Order No. (PO,JO,SA)	4. Amendment No.	5. Effective Date	2	2
405-LES-14-O41483	405-16-P003027	6	Date of Execution		
<p>F. Add new Section H.69, Contracts with Companies who Boycott Israel Prohibited. Under Tex. Gov't. Code § 2270.002, DPS may not enter into a contract with a company (as defined by Tex. Gov't Code § 808.001) that boycotts Israel. Vendor (if defined as a company under Tex. Gov't Code § 808.001) certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.</p> <p>G. Add new Section H.70, Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Under Tex. Gov't. Code § 2252.152, DPS may not enter into a contract with a company (as defined by Tex. Gov't Code § 806.001) that is identified on a list prepared and maintained by the comptroller under Tex. Gov't Code §§ 806.051, 807.051, or 2252.153. Vendor (if defined as a company under Tex. Gov't Code § 806.001) certifies that it is not identified on a list prepared and maintained by the comptroller under Tex. Gov't Code §§ 806.051, 807.051, or 2252.153.</p> <p>H. Add new Section H.71, Third-Party Custodians of State Records. As required by 13 Tex. Admin. Code § 6.94(a)(9), DPS must require a third-party custodian of state records to provide DPS with descriptions of its business continuity and disaster recovery plans regarding how the custodian will protect DPS's vital state records. Vendor must submit descriptions of its business continuity and disaster recovery plans regarding how it will protect DPS's vital state records throughout the life of this Contract and for any record retention period required beyond the life of the Contract. Contractor must again submit these descriptions annually until the required retention period ends (even if this is after the Contract expires or is terminated).</p>					

Fort Worth Independent School District Sole Source Affidavit



To comply with the State of Texas definition of a sole source provider, the vendor must satisfy one of the following requirements as defined in the Texas Education Code, Subchapter B., Sec. 44.031.

(j) Without complying with Subsection (a), a school district may purchase an item that is available from only one source, including: **CHECK THE BOX BELOW THAT APPLIES**

- an item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
- a film, manuscript, or book;
- a utility service, including electricity, gas, or water, and
- a captive replacement part or component for equipment.

(k) The exceptions provided by Subsection (j) do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of \$15,000.

PLEASE COMPLETE THIS BOX

We have carefully reviewed the Texas Education Code, Subchapter B., Sec. 44.031 and hereby certify that we meet and comply with Section (j) and (k) of the aforementioned code for the sale of (attach separate sheet if necessary)

Applicant fingerprint services - ongoing

In addition, we certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Company Idemia Identity & Security USA LLC

Address 296 Concord Road, Suite 300

City, State, Zip Code Billerica, MA 01821

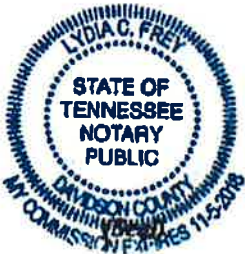
Telephone No. 615-939-2448 Fax No. _____

Email Address chad.wadsworth@us.idemia.com

Authorized Signature Chad Wadsworth

Title Director, Business Development

SUBSCRIBED AND SWORN to before me on this 14th day of September, 2018



Notary Public, State of Tennessee

Signature Lydia C. Frey

Printed Name Lydia C. Frey

Date Commission Expires 11-5-18

Email completed Sole Source Affidavit (and Attachments) to stella.zavala@fwisd.org

**CONSENT AGENDA ITEM
BOARD MEETING
December 11, 2018**

**TOPIC: APPROVE YMLA CAREER AND TECHNICAL DUAL CREDIT
EDUCATION INSTRUCTIONAL PROGRAM**

BACKGROUND:

In November of 2017, voters approved a \$749 million Capital Improvement Program which includes a replacement school for YMLA. This new construction, which will be the responsibility of Fort Worth ISD, will relieve overcrowding and provide YMLA with facilities to match their educational mission. Academic and administrative spaces are being designed in specific alignment with the college preparatory curriculum of YMLA.

FWISD proposes to build the replacement YMLA on the undeveloped parcels at the Tarrant County College Opportunity Center (TCCOC) site. The proximity to the TCCOC and partnership with TCC will allow our scholars at YMLA to gain the opportunity to achieve college hours while still in high school by taking courses at the new high school and at Tarrant County College facilities.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve YMLA Career and Technical Dual Credit Education Instructional Program
2. Decline to Approve YMLA Career and Technical Dual Credit Education Instructional Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve YMLA Career and Technical Dual Credit Education Instructional Program

FUNDING SOURCE

Additional Details

General Fund	199-11-6223-001-XXX-31-697-000000	\$117,000
	199-11-6321-001-XXX-31-697-000000	\$ 89,000

COST:

\$89,000 Textbooks
\$117,000 Tuition (may be waived pending Early College Designation)

VENDOR:

Tarrant County College

PURCHASING MECHANISM

Select Purchasing Category

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

Young Men's Leadership Academy

RATIONALE:

Fort Worth ISD and Tarrant County Community College will partner to provide a dual credit pathway the best education available for Young Men’s Leadership Academy high school STEM students by offering a rigorous and relevant cutting-edge program that specializes in Industrial Engineering. The program will prepare students to excel in engineering if they choose to enter college, while at the same time, providing a fast track for students that want to go into the manufacturing sector, directly out of high school, allowing them to start their career at a much higher than normal starting wage. By completing the program at the Tarrant County College students have the ability to attain college hours and/or Level 1 certificate within the Applied Sciences Degrees of Applied Associate Degree Option: AAS Industrial Maintenance Technology and Computer Aided Drafting and Design Technology: Manufacturing Technology.

INFORMATION SOURCE:

Charles Carroll
David Saenz

**CONSENT AGENDA ITEM
BOARD MEETING
December 11, 2018**

**TOPIC: APPROVE TNTP MEMORANDUM OF UNDERSTANDING FOR
TARRANT COUNTY LANDSCAPE TALENT STUDY**

BACKGROUND:

Fort Worth ISD wishes to work with TNTP and support their landscape analysis of teacher and school leader talent in Tarrant County (“Project”). The project will include a talent diagnostic, stakeholder engagement, and citywide talent strategy development. This partnership directly supports the need to recruit and retain highly qualified educators, and this is the initial signing of this three-year contract.

STRATEGIC GOAL:

4-Dev. a Student and Customer-Centered Workforce

ALTERNATIVES:

1. Approve TNTP Memorandum of Understanding for Tarrant County Landscape Talent Study
2. Decline to Approve TNTP Memorandum of Understanding for Tarrant County Landscape Talent Study
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve TNTP Memorandum of Understanding for Tarrant County Landscape Talent Study

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No cost

VENDOR:

TNTP, Inc.

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

Accountability and Data Quality
Human Capital Management
Policy and Planning

RATIONALE:

Teacher and retention is an ongoing issue that affects student achievement and school climate. Providing data to support this study can produce effective strategies to support recruitment and retention efforts focused on highly-qualified educators.

INFORMATION SOURCE:

Karen Molinar
Jerry Moore

DATA COLLECTION AND SHARING AGREEMENT

This DATA COLLECTION AND SHARING AGREEMENT (this "**Agreement**") is by and between TNTP, Inc., a Delaware not-for-profit corporation ("**TNTP**") with its principal office at 500 7th Ave., 8th Floor, New York, NY 10018 and the Fort Worth Independent School District ("**Fort Worth ISD**") with its principal office at 100 N. University, Fort Worth, TX 76107, which are sometimes collectively referred to herein as the "**Parties**" and individually as a "**Party**." This Agreement shall be effective as of August 1, 2018 (the "**Effective Date**").

RECITALS

- (1) Fort Worth ISD wishes to work with TNTP and support their landscape analysis of teacher and school leader talent in Tarrant County ("Project"). The project will include a talent diagnostic, stakeholder engagement, and citywide talent strategy development.
- (2) Fort Worth ISD agrees to share data with TNTP to support the Project, including non-personally identifiable teacher hiring and retention data, non-personally identifiable teacher evaluation and assessment data, non-personally identifiable (teacher-level) student achievement data, leader evaluation data, interviews, surveys, focus groups, educator vacancy data, existing processes and policies, data regarding school-based factors that may influence recruitment and retention (e.g., leadership and school climate), hiring and selection data, retention data, demographic data, compensation and career pathway data, financials, non-identifiable teacher and leader roster and vacancy data, and related analyses of schools (the "**Data**").
- (3) Fort Worth ISD authorizes TNTP to share aggregate Data and results with project participants, and aggregated results and analysis with the Walton Family Foundation, Rainwater Charitable Foundation, Sid W. Richardson Foundation, and the Kleinheinz Family Foundation for the Arts and Education, and additional stakeholders pursuant to the terms and conditions below.

AGREEMENT

NOW, THEREFORE, to ensure that the confidential data resulting from the Data collection retains its character as such and that no disclosure is made to any unauthorized person, and that no unauthorized use is made of it, the Parties hereby agree as follows:

1. Student Information

- 1.1 Student Information– TNTP will only access and utilize Fort Worth ISD student information as authorized and detailed in this Agreement.
- 1.2 Personally Identifiable Information. As used in this Agreement, "Personally Identifiable Information" or "PII" means that student information identified as such in the Family

Educational Rights and Privacy Act ("FERPA"), 20 U.S.C., Sec 1232g and specifically in the definition of "Personally Identifiable Information" in 34 C.F.R. 99.3;

- 1.3 De-identified Information. As used in this Agreement, "De-identified Information" means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who TNTP reasonably believes knows the identity of the student to whom the education record relates; and
- 1.4 The Parties understand that PII from educational records is confidential and cannot be re-disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. Any publication or dissemination of data by Parties needs to be converted to De-identified Information. The Parties shall not re-disclose PII in any way that causes a breach in confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.

2. Method of Data Access or Transfer

The requestor and its agents will establish specific safeguards to assure the confidentiality and security of individually identifiable records or record information. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions will be consistent with industry standards and best practices regarding the electronic transmission of identifiable information.

3. Confidentiality

To the extent that both Parties will come into possession of student records and information, and to the extent that both Parties will be involved in the survey, analysis, or evaluation of students incident to this Agreement, both Parties agree to strictly comply with all the applicable requirements of the FERPA and the Protection of Pupil Rights Amendment ("PPRA").

4. Responsibility for Improper Disclosure of Personally Identifiable Information

- 4.1 To the extent permitted under Texas law, TNTP shall be responsible for damages caused by the improper disclosure of PII to the extent caused by the conduct of TNTP, its board members, officers, employees, or agents. TNTP agrees to indemnify Fort Worth ISD and hold Fort Worth ISD harmless for any damages caused by the improper disclosure of PII,

to the extent caused by the conduct of TNTP, its board members, officer, employees, or agents, and to defend Fort Worth ISD against such claims for damages.

- 4.2 To the extent allowed by law, Fort Worth ISD shall be responsible for damages caused by the improper disclosure of PII to the extent caused by the conduct of Fort Worth ISD, its board members, officers, employees, or agents. To the extent allowed by law, Fort Worth ISD agrees to indemnify TNTP and TNTP harmless for any damages caused by the improper disclosure of PII, to the extent caused by the conduct of Fort Worth ISD, its board members, officer, employees, or agents, and to defend TNTP against such claims for damages.
- 4.3 The Parties agree that the terms and requirement in this Section survive the expiration of the term of this Agreement.

5. Assurances and Notifications

- 5.1 By signing this Agreement, each Party represents to the other Party that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Texas law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of the Party or its officers or employees have caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, the violating Party shall notify the other Party within thirty (30) days of the determination.
- 5.2 TNTP shall notify FORT WORTH ISD immediately if TNTP determines or knows that FORT WORTH ISD PII has been improperly disclosed to TNTP personnel who do not have a legitimate interest in the PII or to any third party.
- 5.3 TNTP shall notify Fort Worth ISD immediately if TNTP determines or knows if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that TNTP has improperly disclosed PII that TNTP obtained from Fort Worth ISD. The Parties agree that this notification requirement survives the expiration of the term of this Agreement.

6. General Conditions

- 6.1 To effect the transfer of data and information that is subject to federal and local confidentiality laws, such as 20 U.S.C. § 1232g; 34 CFR Part 99; and Chapter 521 of the Texas Business and Commerce Code, and to ensure that the required confidentiality of personally identifiable information shall always be maintained, both Parties agree:
 - 6.1.1 To comply in all respects with the provisions of the Family Educational Right to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Texas law as they apply to PII. Parties will notify each other in the event of a breach of any measures to

keep confidential the data received pursuant to this Agreement. Parties will also make all reasonable efforts to cure any such breach and to prevent further breaches, and to inform each other of such efforts. Nothing in this agreement shall be construed to allow Parties to maintain, use, disclose, or share information received pursuant to this Agreement in a manner prohibited by any federal or Texas laws or regulations. As may be applicable, the Parties will also comply with the provision of the Health Insurance Portability and Accountability Act ("HIPAA").

- 6.1.2 That for purposes of this Agreement and for ensuring Parties' compliance with the terms of this Agreement and all applicable local and federal laws, Parties shall designate an official to act as temporary custodian of the data received by Parties pursuant to this Agreement and the contact person for all matters related to this Agreement. Parties will promptly notify each other in writing of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing.
- 6.1.3 To put procedures in place to safeguard the confidentiality and integrity of personal data, to place limitations on its use and to maintain compliance with applicable privacy laws. Parties shall require all employees, contractors, and agents of any kind to comply with this Agreement and all applicable provisions of FERPA and other laws with respect to the data and information shared under this Agreement.
- 6.1.4 That personally identifiable information collected and shared is confidential. TNTP will not disclose data produced under this Agreement in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors and agents of the Parties. Parties and persons participating on behalf of TNTP shall neither disclose nor otherwise release data and reports relating to any identifiable student, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group. Publications and reports of these data and information related to them, including preliminary project descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any individual student.
- 6.1.5 To not provide any data obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv).

- 6.1.6 TNTP is not authorized to continue research using PII obtained under this Agreement upon the termination of this agreement. TNTP will destroy PII obtained under this Agreement and amendments to it when no longer needed.
- 6.1.7 That Parties have the right, to present, publish, or use the data that they have gained in the course of the research under this Agreement, but the TNTP may only present, publish and use the data in an aggregated form, converted to De-Identified Information, with no Personally Identifiable Information. TNTP may share such aggregate information with the other Party's partners, grantor and interested parties, who may use the information for their future purposes. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided for and all state and federal laws have been complied with;
- 6.1.8 That TNTP will provide Fort Worth ISD with one electronic and at least one paper copy of the final report associated with this Agreement. Each agency reserves the right to use the information in the research findings for educational programming or services, planning, solicitation of grants, staff development, and any other purpose to improve instruction or services to students.
- 6.1.9 That TNTP will use Personally Identifiable Information shared under this Agreement for no purpose other than to meet the objectives of the research study specified under this Agreement.
- 6.1.10 TNTP will destroy or return all data files and hard copy records to Fort Worth ISD that contain Personally Identifiable Information and purge any copies for such data from its computer system:
- (1) Immediately upon termination of this Agreement, as provided herein or;
 - (2) If requested, a Party shall provide to the other Party an affidavit confirming the destruction and/or return of PII within 5 business days of such request.
- 6.2 TNTP understands that this Agreement does not convey ownership of Fort Worth ISD's data to TNTP. Any and all data shared by Fort Worth ISD pursuant to this Agreement and/or any Project Authorization is, and always will remain, the sole property of Fort Worth ISD.
- 6.3 The Parties shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the Parties shall establish and implement at least the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by each Party pursuant to this Agreement:
- 6.3.1 Access to the information provided by the Parties will be restricted to only those authorized staff, officials, and agents of the Parties who need it to perform their

official duties in the performance of the work requiring access to the information as detailed in this Agreement;

6.3.2 The Parties will store the information in an area that is safe from access by unauthorized persons.

6.3.3 The Parties will make all reasonable efforts to protect information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.

7. Confidential Information:

7.1 As used in this Agreement, "Confidential Information" shall mean the Data that is of a confidential nature relating between TNTP and Fort Worth ISD whether communicated in writing or by electronic media, and disclosed by Fort Worth ISD to TNTP or vice versa.

7.2 Information disclosed by Fort Worth ISD to TNTP and vice versa shall be considered Confidential Information and subject to the terms of this Agreement if:

- a. The information is marked or labeled as "Proprietary" and/or "Confidential";
- b. TNTP should reasonably recognize the information as confidential and as the result of the diagnostic; or
- c. The information contains PII.

8. No Unauthorized Disclosure/Use of Confidential Information:

8.1 Fort Worth ISD will make all reasonable efforts to disclose information requested pursuant to this agreement but may, in its sole discretion, determine whether to disclose any such requested information.

8.2 The Parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services. TNTP shall not, without the prior written consent of the other Party, disclose any Confidential Information to any third party shared by the other Party except as permitted by the terms of this Agreement, and as agreed by both parties in writing. In addition to the disclosures permitted below, TNTP and Fort Worth ISD shall be authorized to disclose Confidential Information, where such disclosure is made (i) with the consent of Fort Worth ISD or TNTP; (ii) in order to comply with any subpoena, order, regulation, ruling or request of any judicial, administrative or legislative body or committee or any self-regulatory body; or (iii) otherwise as required by applicable law or regulation. In the event TNTP receives a request to disclose Confidential Information as set out in clause (ii) above, it will (a) employ reasonable efforts to notify the other Party of such request; (b) consult to the extent reasonable under the circumstances with the other Party on the advisability of taking steps to resist or narrow

such request; and (c) if disclosure is required or deemed advisable, not hinder the other Party in any attempt that it may make to obtain an order or other reliable assurance that designated portions of the Confidential Information should not be disclosed. TNTP will be entitled to reimbursement of reasonable expenses, including the fees and expenses of counsel, incurred in connection with actions taken pursuant to this provision.

- 8.3 The Parties also agree that, while TNTP is allowed to use Confidential Information provided by Fort Worth ISD in order to conduct its Project, any and all use of such Confidential Information by TNTP will be accomplished in such a manner as to protect any and all PII, in accordance with FERPA. TNTP, and the grantors, Walton Family Foundation, Rainwater Charitable Foundation, Sid W. Richardson Foundation, and the Kleinheinz Family Foundation for the Arts and Education, and other stakeholders, may use aggregate, non-identifiable data derived from Confidential Information for all purposes related to the project, including reporting, research, benchmarking, displaying, reproduction, distribution and publication. Additionally, TNTP is authorized to share the aggregate, non-identifiable data with other participating Project sites that are disclosed to Fort Worth ISD. The ability to use, distribute and publish non-identifiable data collected during this study, and as outlined in Section 6 of this agreement, is perpetual, and shall survive expiration or termination of this Agreement.

9. Access to Staff, Records and Consents.

- 9.1 Fort Worth ISD agrees to participate in the project and provide reasonable access to teachers and staff and cooperate with any lawful data requests made by TNTP in a timely manner in furtherance of this project.
- 9.2 Fort Worth ISD will also secure, any consents from schools, teachers, staff, students, or parents that is required by all applicable federal, state, local laws, ordinances, codes, regulations, and policies, including but not limited to the Family Education Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("**FERPA**") to transfer the Confidential Information to TNTP, and ensure that such consents allow TNTP to rely on such consent when conducting the project and if acting as an agent of the purposes of the Agreement.

10. Limited Internal Disclosure:

The Parties agree that any disclosure of Confidential Information shall be made available only to its employees, officers, directors, financial and legal advisors, agents or representatives who need to know in order to further the Agreement and as required by law (collectively, "**Representatives**"). The Parties further agree to inform its Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement.

11. Use in Publication and Presentation:

In accordance with Section 6 of this Agreement, Fort Worth ISD agrees that TNTP may use the Confidential Information in TNTP publications and presentations, and internally in conjunction with other reports and analytical projects provided that the Confidential Information used shall be used as general and aggregated data that does not refer to, specifically or by reasonable inference, any individual student, teacher, or administrator, and that any such use always be in compliance with FERPA.

12. Entire Agreement:

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous discussions between them regarding Confidential Information. No modification or waiver of this Agreement shall bind either Party, unless it is in writing and is signed and accepted by the Parties hereto.

13. Disputes:

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas, exclusive of its choice of laws rules.

14. Successors and Assigns:

This Agreement shall inure to the benefit of and shall be binding on the Parties and their respective successors and assigns, provided that neither party may assign its rights or delegate its duties in this agreement without the written consent of the other party.

15. Duration of the Agreement:

This Agreement will terminate on the three-year anniversary of the Effective Date unless either Party provides the other party with a written termination notice prior to that date.

16. Counterparts:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Signatures delivered by facsimile or .PDF file shall be deemed originals for all purposes.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties, on the dates indicated below, have caused their duly authorized representatives to execute this Agreement, which shall be effective as of the Effective Date.

Fort Worth ISD

TNTP, Inc.

By: _____

By: Florrie Chapin
Florrie Chapin (Nov 13, 2018)

Date: _____

Date: Nov 13, 2018

Name (print): _____

Name (print): Florrie Chapin

Title: _____

Title: General Counsel

**CONSENT AGENDA ITEM
BOARD MEETING
December 11, 2018**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING ESTABLISHING FORT WORTH ISD AS A "PARTNERING ORGANIZATION" OF THE CONGRESSIONAL AWARD

BACKGROUND:

The Congressional Award was established by the United States Congress in order to recognize and promote initiative, achievement, and service in young people by helping them set and achieve challenging goals, encouraging them to develop themselves to their fullest potential, and teaching them the value of giving back to their communities. The Congressional Award Foundation, in partnership with the Fort Worth Independent School District, will work to prepare all students for success in college, career, and community leadership.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Establishing Fort Worth ISD as a "Partnering Organization" of the Congressional Award
2. Decline to Approve Memorandum of Understanding Establishing Fort Worth ISD as a "Partnering Organization" of the Congressional Award
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Understanding Establishing Fort Worth ISD as a "Partnering Organization" of the Congressional Award

FUNDING SOURCE

Additional Details

Special Revenue

COST:

Participating students will pay a one-time registration fee of \$15

VENDOR:

The Congressional Award

PURCHASING MECHANISM

Sole Source

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

Multilingual Programs
World Languages Institute
Secondary Schools

RATIONALE:

Young people who participate in The Congressional Award have a better understanding of citizenship and the responsibilities of living in a democratic society and are much less likely to engage in unlawful or self-destructive behavior. Many of today's participants in The Congressional Award become tomorrow's leaders because of their service, dedication, and commitment. Fort Worth ISD and The Congressional Award agree to work together in partnership for the betterment of America's youth by encouraging participation in The Congressional Award, and thereby improving their own lives, the communities in which they reside, and the United States of America.

INFORMATION SOURCE:

Charlie Carroll

Elda M. Rojas

David Saenz



Public Law 96-114, The Congressional Award Act

Congressional Award

PARTNERSHIP AGREEMENT
BETWEEN
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT (ISD)
AND THE CONGRESSIONAL AWARD FOUNDATION

WHEREAS, the United States Congress established The Congressional Award in order to recognize and promote initiative, achievement, and service in young people by helping them set and achieve challenging goals, encouraging them to develop themselves to their fullest potential, and teaching them the value of giving back to their communities;

WHEREAS, young people participating in The Congressional Award have a better understanding of citizenship and the responsibilities of living in a democratic society and are much less likely to engage in unlawful or self destructive behavior;

WHEREAS, many of today's participants in The Congressional Award become tomorrow's leaders because of their service, dedication and commitment;

WHEREAS, Fort Worth ISD works to prepare ALL students for success for community leadership, career or education.

NOW, THEREFORE BE IT RESOLVED THAT:

Fort Worth ISD and The Congressional Award agree to work together in partnership for the betterment of America's youth by encouraging participation in The Congressional Award, and thereby improving their own lives, the communities in which they reside, and the United States of America.

Signed this 16 day of November, 2018.


Erica Wheelan Heyse
National Director
Congressional Award Foundation

Dr. Kent Paredes Scribner
Superintendent
Fort Worth Independent School District

MEMORANDUM OF UNDERSTANDING

This memorandum establishes Fort Worth ISD to be a "Partnering Organization" of The Congressional Award.

Fort Worth ISD will assist students affiliated with Fort Worth ISD administered programs and facilities to earn The Congressional Award Bronze, Silver, and Gold Certificates and Medals. Adults affiliated with Fort Worth ISD will serve as initial Advisors and Validators where appropriate. Fort Worth ISD will abide by the requirements of The Congressional Award Act and policies established by the Congressional Award National Office.

Fort Worth ISD will provide access to activities that will qualify students to earn a Congressional Award.

Fort Worth ISD will participate in the area presentation of Congressional Certificates and Medals in cooperation with The Congressional Award National Office.

Fort Worth ISD will publish information about the program in its communications, on its web site, and in other appropriate publications.

Fort Worth ISD agrees to cover the \$15.00 registration fee per participant at the time of enrollment.

Fort Worth ISD will designate a minimum of five staff members to assist as Congressional Award Advisors, Validators and/or Coordinators. This number will increase as student enrollment increases over time.

The first Fort Worth ISD Congressional Award School has been determined to be the World Languages Institute (WLI).

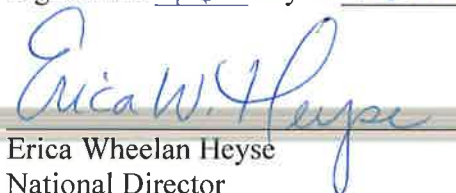
The Congressional Award will require Fort Worth ISD to enroll 75% of the initial class of students at WLI within the first year, and 40% of those students to earn a Congressional Award Certificate or Bronze Medal by the end of that year, to become an official "Congressional Award School." The initial class refers to a specific grade level as determined by Fort Worth ISD.

The Congressional Award will send informational materials about The Congressional Award program to the Fort Worth ISD for dissemination to its participating programs and facilities.

The Congressional Award will provide training for the staff regarding the program, and will appoint a designated National Office staff member to assist with any questions throughout the year.

This agreement shall be subject to periodic review and may be revoked at any time if deemed necessary by either party.

Signed this 16 day of November, 2018.



Erica Wheelan Heyse
National Director
Congressional Award Foundation

Dr. Kent Paredes Scribner
Superintendent
Fort Worth Independent School District

**CONSENT AGENDA ITEM
BOARD MEETING
December 11, 2018**

**TOPIC: **APPROVE THE INTERLOCAL AGREEMENT CONTRACT
BETWEEN GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT
AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR
PROCUREMENT CARD SERVICES****

BACKGROUND:

On November 14, 2006, the Board approved Bank of America, N.A. as the Financial Institution to provide Fort Worth ISD with Procurement Card services. As part of its agreement with Bank of America, Fort Worth ISD is the lead in a Texas consortium. This consortium designation allows other Local Government agencies to use the Procurement Card services of Bank of America, N.A. through an Interlocal Agreement with Fort Worth ISD. Grand Prairie ISD is desirous of joining the District's Procurement Card Services Program.

STRATEGIC GOAL:

Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the interlocal agreement contract between Grand Prairie Independent School District and the Fort Worth Independent School District for procurement card services
2. Decline to approve the interlocal agreement contract between Grand Prairie Independent School District and the Fort Worth Independent School District for procurement card services
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve the interlocal agreement contract between Grand Prairie Independent School District and the Fort Worth Independent School District for procurement card services

FUNDING SOURCE

Additional Details

Not Applicable

COST

Not Applicable

VENDOR:

Grand Prairie ISD

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 contract. Supporting documentation is attached.

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

Purchasing Department

RATIONALE:

Grand Prairie ISD as a receiving agency will utilize the services of Bank of America N.A. provided by the Fort Worth ISD Proposal 06-028 – Purchase Card Services Card Services. Accordingly, Fort Worth ISD will receive greater rebates based upon the cooperative annual aggregate volume/average transaction amount of all consortium participants

INFORMATION SOURCE:

Elsie Schiro
David Johnson
Jonathan Bey

Contract No. _____

THE STATE OF TEXAS

COUNTY OF Tarrant

INTERLOCAL AGREEMENT CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the Local Government agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the following:

- *Interlocal Cooperation Contract, Chapter 791, Texas Government Code*
- *Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments, Chapter 271, Texas Local Government Code*
- *Fiscal Management, Chapter 44, Subchapter B, Section 031 a(4), Texas Education Code*
- *Bank of America Corporate Purchasing Card Agreement*

I. CONTRACTING PARTIES:

The Receiving Agency (Hereinafter referred to as "AGENCY"):

Name: Grand Prairie ISD
Address: 2609 South Belt Line Road
City, State, Zip: Grand Prairie TX 75052
Phone Number: 972-237-5510

The Performing Agency (Hereinafter referred to as "FWISD"):

Fort Worth Independent School District
100 N. University Drive,
Suite NW 140F
Fort Worth, Texas 76107
(817) 814-2217

II. STATEMENT OF SERVICES TO BE PERFORMED:

Bank of America will provide Purchasing Card Services to FWISD, the lead in the Texas consortium, and other agencies that join the consortium through an Interlocal Agreement with FWISD.

III. BASIS FOR CALCULATING AND PAYMENT OF REBATES:

Rebates from Bank of America will be paid directly to AGENCY annually based upon Schedule C of the *Bank of America Corporate Purchasing Card Agreement*.

IV. INTERLOCAL AGREEMENT COSTS:

There are no costs to be paid to FWISD by AGENCY to enter into this Interlocal Agreement. However, AGENCY will bear any and all costs associated with their business relationship with Bank of America.

V. TERM OF INTERLOCAL AGREEMENT:

The term of this Interlocal Agreement will begin upon date of execution and will automatically renew so long as the Bank of America Merrill Lynch contract with FWISD is current. FWISD has the right to renew the contract with Bank of America Merrill Lynch for up to three additional one to five year periods as stated in the FWISD Proposal 06-028 Credit Card Services, which is incorporated herein as if fully set forth.

VI. TERMINATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement may be terminated by either party, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify the effective date of the termination.

VII. INDEPENDENT CONTRACTOR

FWISD shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of AGENCY. FWISD shall have the exclusive control of, and the exclusive right to control the work designated to the FWISD to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omission of its officers, members, agents, servants, and employees. Neither AGENCY nor FWISD shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

VIII. SEVERABILITY

The provisions of this agreement are severable and if for any reason a clause, sentence, paragraph, or other part of this agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

IX. JURISDICTION

This Interlocal Agreement shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Tarrant County, Texas.

X. PARTIES BOUND

This Interlocal Agreement shall be binding upon the successors and assigns of both parties in like manner as upon the original parties.

XI. SIGNATURE AUTHORITY

FWISD and AGENCY certifies that the person signing this Interlocal Agreement has been properly delegated this Authority.

XII. SOLE AGREEMENT

The following constitute the entire agreement by the parties hereto concerning the work and services to be performed and any prior or contemporaneous, oral or written agreement, which purports to vary from the terms hereof, shall be void:

- FWISD Request for Proposal 06-028 - Credit Card Services
- Bank of America Response to Proposal 06-028 - Credit Card Services
- Bank of America Corporate Purchasing Card Agreement
- Interlocal Agreement

XIII. AMENDMENT

No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

WITNESS THE DULY AUTHORIZED SIGNATURES of the persons hereinafter set out.

<u>RECEIVING AGENCY</u>	<u>PERFORMING AGENCY</u>
<u>Grand Prairie ISD</u>	<u>Fort Worth Independent School District</u>
<small>Name of Agency</small>	<small>Name of Agency</small>
By: <u>Bruce Hill</u>	By: _____
<small>Authorized Signature</small>	<small>Authorized Signature</small>
<u>PRESIDENT, BOARD OF TRUSTEES</u>	_____
<small>Title</small>	<small>Title</small>
Date: <u>11/8/2018</u>	Date: _____
By: _____	By: _____
<small>Attorney for Agency</small>	<small>Attorney for FWISD</small>
Date: _____	Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 11, 2018**

TOPIC: APPROVAL OF CONTRACT WITH THE TARRANT APPRAISAL DISTRICT

BACKGROUND:

The Tarrant Appraisal District is the entity that appraises the real and personal property for tax purposes within the jurisdiction of FWISD. Each taxing unit utilizing the Tarrant Appraisal District is required to pay a portion of TAD's costs associated with the appraisal of property based upon an allocation formula. Administration requests authorization to make future annual payments to the Tarrant Appraisal District not to exceed \$3M for the period January 1, 2019 – December 31, 2019.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Contract with the Tarrant Appraisal District
2. Decline to Approve Contract with the Tarrant Appraisal District
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Contract with the Tarrant Appraisal District

FUNDING SOURCE

Additional Details

General Fund

199-99-6213-001-999-99-430-000000

COST:

Not to exceed \$3,000,000

VENDOR:

Tarrant Appraisal District

PURCHASING MECHANISM

Sole Source

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

Not Applicable

RATIONALE:

Chapter 6 of the Property Tax Code requires Fort Worth ISD to pay the Tarrant Appraisal District for their services annually based upon an allocation formula.

INFORMATION SOURCE:

Elsie Schiro
David Johnson



November 5, 2018

Mr. David Johnson
Sr. Officer of Budget
Fort Worth I.S.D.
100 N. University Dr.
Fort Worth, Texas 76107

Dear Mr. David Johnson:

The Tarrant Appraisal District has calculated its general budget allocations for the fiscal year which begins January 1, 2019. Section 6.06(e) of the Property Tax Code specifies that quarterly payments shall be made by January 1 of the District's new budget year unless the Chief Appraiser and the governing body of a taxing unit agree upon a different payment interval. We offer your entity the following payment options:

- Annual \$2,553,527.08 Due January 1, 2019
If you choose the annual billing option, this is the only invoice you will receive.
- Quarterly \$638,381.77 Due the 1st day of January, April, July and October 2019
- Monthly \$212,793.92 Due the first day of each month of 2019

Please check your preferred interval of payment option, sign, date, and fax a copy of this letter to Terrisa Shelton at (817) 595-6198, or email her at tshelton@tad.org. We would appreciate receiving your reply by no later than November 30, 2018.

If you do not return a signed election, the District will assume your taxing unit wishes to pay on a quarterly basis. Thank you for your assistance with this.

Sincerely,

Jeff Law
Executive Director/Chief Appraiser

Entity Signature

Date

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 11, 2018**

**TOPIC: APPROVAL OF BUDGET AMENDMENT FOR THE PERIOD ENDED
NOVEMBER 30, 2018**

BACKGROUND:

The 2018-2019 Consolidated General Fund Budget was initially adopted on June 26, 2018 and last amended through the period ended October 31, 2018. During the month of November 2018, requests were made by campuses and departments to transfer funds between functions for the General Operating Fund (199), as reflected on the spreadsheet provided. All requests are necessary in the normal course of District operations. Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the period ended November 30, 2018
2. Decline to Approve Budget Amendment for the period ended November 30, 2018
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the period ended November 30, 2018

FUNDING SOURCE

Additional Details

General Fund

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

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

Campuses and Departments as necessary

RATIONALE:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision comply with legal requirements.

INFORMATION SOURCE:

Elsie Schiro
David Johnson

**Consolidated General Fund
Budget Amendments 2018-2019
For The Period Ended November 30, 2018**

	Consolidated General Fund 2018-2019 Amended Budget 10/31/2018	Adjustments	Consolidated General Fund 2018-2019 Amended Budget 11/30/2018
REVENUE & OTHER SOURCES			
5700 Local Revenue	\$394,604,221		\$394,604,221
5800 State Revenue	345,621,308		345,621,308
5900 Federal Revenue	15,000,000		15,000,000
7900 Other Sources	0		0
Total Revenue & Other Sources	\$755,225,529	\$0	\$755,225,529
EXPENDITURES			
11 Instruction	\$468,948,255	(\$24,633)	\$468,923,622
12 Instruction Resources and Media Services	\$11,731,153	\$1,940	\$11,733,093
13 Curriculum and Instructional Staff Development	\$10,479,185	\$23,640	\$10,502,825
21 Instructional Administration	\$14,689,212	(\$19,873)	\$14,669,339
23 School Administration	\$49,889,502	\$1,828	\$49,891,330
31 Guidance and Counseling Services	\$45,094,403	(\$13,993)	\$45,080,410
32 Social Work Services	\$5,233,348	(\$800)	\$5,232,548
33 Health Services	\$10,556,690	\$10,875	\$10,567,565
34 Student Transportation	\$22,037,485	\$0	\$22,037,485
35 Food Services	\$321,336	\$0	\$321,336
36 Cocurricular/Extracurricular Activities	\$15,455,476	(\$2,884)	\$15,452,592
41 General Administration	\$20,425,350	\$1,700	\$20,427,050
51 Plant Maintenance and Operations	\$75,673,766	\$688	\$75,674,454
52 Security and Monitoring Services	\$12,100,794	\$1,480	\$12,102,274
53 Data Processing Services	\$14,558,390	(\$18)	\$14,558,372
61 Community Services	\$5,311,215	\$20,050	\$5,331,265
71 Debt Service	\$0	\$0	\$0
81 Facilities Acquisition & Construction	\$7,234,082	\$0	\$7,234,082
95 Payments to Juvenile Justice Alt Ed Program	\$142,500	\$0	\$142,500
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$3,100,000	\$0	\$3,100,000
Total Budgeted Expenditures	\$792,982,142	\$0	\$792,982,142
Total Deficit	(\$37,756,613)		(\$37,756,613)
Beginning Fund Balance (Audited)	213,282,187		213,282,187
Fund Balance-Ending (Unaudited)	\$175,525,574		\$175,525,574

		November 30, 2018 Budget Amendment		
		Increase	Decrease	Net Effect
Object 5700 5800 5900	Revenue			
	Total	0	0	0
Function	Expenses			
11	Transfer to function 13 to fund extra duty pay for Instructional Coaches to attend trainings throughout the year		24,805	
	Transfer from function 21 to purchase PE/Health supplies for campuses	22,968		
	Transfer to function 13 for		18,650	
	Campus/Dept. normal course of District operations		4,146	
	Overall effect on Function 11	22,968	47,601	(24,633)
12	Campus/Dept. normal course of District operations	1,940		
	Overall effect on Function 12	1,940	0	1,940
13	Transfer from function 11 to fund extra duty pay for Instructional Coaches to attend trainings throughout the year	24,805		
	Transfer from function 11 for	19,850		
	Transfer to function 11 for teacher payroll corrections		20,050	
	Campus/Dept. normal course of District operations		965	
	Overall effect on Function 13	44,655	21,015	23,640
21	Transfer to function 11 to cover PE/Health supplies originally funded by grant		22,968	
	Campus/Dept. normal course of District operations	3,095		
	Overall effect on Function 21	3,095	22,968	(19,873)
23	Campus/Dept. normal course of District operations	1,828		
	Overall effect on Function 23	1,828	0	1,828
31	Transfer to function 11 to purchase Dyslexia Learning kit for students		7,247	
	Transfer to function 23 for principal traveling to conference		3,903	
	Transfer to function 41 to cover over-time in Student Records		2,000	
	Campus/Dept. normal course of District operations		843	
	Overall effect on Function 31	0	13,993	(13,993)
32	Campus/Dept. normal course of District operations		800	
	Overall effect on Function 32	0	800	(800)
33	Transfer from function 11 to decentralize special education budget to all campuses	8,000		
	Campus/Dept. normal course of District operations	2,875		
	Overall effect on Function 33	10,875	0	10,875
34	Campus/Dept. normal course of District operations			
	Overall effect on Function 34	0	0	0
35	Campus/Dept. normal course of District operations			
	Overall effect on Function 35	0	0	0
36	Campus/Dept. normal course of District operations		2,884	
	Overall effect on Function 36	0	2,884	(2,884)
41	Campus/Dept. normal course of District operations	1,700		
	Overall effect on Function 41	1,700	0	1,700
51	Campus/Dept. normal course of District operations	688		
	Overall effect on Function 51	688	0	688
52	Campus/Dept. normal course of District operations	1,480		
	Overall effect on Function 52	1,480	0	1,480
53	Campus/Dept. normal course of District operations		18	
	Overall effect on Function 53	0	18	(18)
61	Transfer from function 13 payroll into the correct function	20,050		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 61	20,050	0	20,050
	Total	109,279	109,279	0

**CONSENT AGENDA ITEM
BOARD MEETING
December 11, 2018**

TOPIC: APPROVE LICENSE AGREEMENT BETWEEN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH FOR THE USAGE OF SPACE AT THE NORTHSIDE AND SOUTHSIDE COMMUNITY CENTER FOR ADULT EDUCATION CLASSES

BACKGROUND:

License Agreement between the Fort Worth Independent School District and the City of Fort Worth for the usage of space at the Northside and Southside Community Center to provide adult education.

The City of Fort Worth has presented a two year License Agreement between the City of Fort Worth and the Fort Worth Independent School District beginning on the execution date and end on June 30, 2019. The agreement will automatically renew for three additional one-year term under the same terms and conditions of the license agreement.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve License Agreement between the Fort Worth Independent School District and the City of Fort Worth for the usage of space at the Northside and Southside Community Center for adult education classes
2. Decline to Approve License Agreement between the Fort Worth Independent School District and the City of Fort Worth for the usage of space at the Northside and Southside Community Center for adult education classes
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve License Agreement between the Fort Worth Independent School District and the City of Fort Worth for the usage of space at the Northside and Southside Community Center for adult education classes

FUNDING SOURCE

Additional Details

Special Revenue

220-51-6266-001-021-99-602-000000-19F02

COST:

\$6,424.08

VENDOR:

City of Fort Worth

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

Adult Education

RATIONALE:

To provide adult education classes to the community as it is written into the Adult Education and Literacy grant.

INFORMATION SOURCE:

Sherry Breed
Mia Hall
Nydia Lewis

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF FORT WORTH, a home rule municipal corporation of the State of Texas (hereinafter referred to as the "City"), and the FORT WORTH INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas and a legally constituted independent school district located within Tarrant County, Texas (hereinafter referred to as the "Licensee").

SECTION 1 LICENSED PREMISES

1.01. For and in consideration of the rental payments to be paid under this Agreement and the mutual covenants of the parties expressed herein, City does hereby grant to Licensee the use of space located at the Northside Community Center and Southside Community Center (the "Centers") for the purpose of providing adult educational services to area residents at the Centers, herein referred to as the "Licensed Premises" as described as follows:

785.9 square feet of net usable space located at the Northside Community Center, 1100 NW 18th Street, Fort Worth, Tarrant County, Texas 76106; and

2,323 square feet of net usable space located at the Southside Community Center, 939 East Rosedale, Fort Worth, Tarrant County, Texas 76104.

1.02. The City grants to Licensee the use of the Licensed Premises at the Northside Community Center during the working hours of 8:00 a.m. to 9:00 p.m. Monday through Thursday, 8:00 a.m. to 1:00 p.m. on Friday, and 9:00 a.m. to 1:00 p.m. on Saturday. The City grants to Licensee the use of the Licensed Premises at the Southside Community Center during the working hours of 8:00 a.m. to 8:00 p.m. Monday and Tuesday and 8:00 a.m. to 6:00 p.m. on Wednesday through Friday. The Centers will be closed and unavailable for use by the Licensee on all regular City holidays and furlough days. Except due to emergency circumstances, City agrees to notify Licensee of any change in the hours of operation by providing Licensee with written notice at least five (5) working days prior to the change taking effect. City agrees to provide similar notice to Licensee should the Licensed Premises not be available to the Licensee due to special events, scheduled maintenance or other non-emergency closures. City agrees to provide a pro-rated adjustment in the monthly rental fee for all non-emergency closures that are in excess of one full working day. If Licensee requires access at times other than the normal operating hours set forth herein, Licensee shall notify the City by providing City with written notice at least five (5) working days prior to the needed change. Access by Licensee to the Licensed Premises at times other than during the normal operating hours is within the discretion of the City, and City may charge the Licensee the hourly rate for the actual staff time required to open, monitor and close a Center. This charge shall include a forty percent (40%) overhead rate to be applied to the total salary cost incurred.

1.03. If the Licensee requests additional space during the term of this Agreement, City may, at its sole discretion and if space is available, furnish such space adjacent to the Licensed Premises at a rental rate that is not more than the monthly cost per square foot as indicated in Section 2 below. The term of use for any additional licensed space shall be concurrent with the balance of the license period outlined by this Agreement. The City agrees to furnish all services provided in this Agreement to the additional space. The license of additional space shall not be valid unless executed in writing and signed by both parties.

1.04. Licensee shall use the Licensed Premises solely for the purpose of providing free instruction in one or all of the following areas: Adult Basic Education; English as a Second Language (ESL); and Adult Secondary Education classes. Licensee will be responsible for all allowable costs to operate the program including, but not limited to, payment to teachers, computer lab managers, teacher aides, testers and/or instructional monitors; and payment to vendors for instruction materials and supplies. Licensee shall be responsible for ensuring that instruction is provided by individuals who have valid Texas teacher certification, if required, and who have received all training required by Texas Education Agency and Fort Worth Independent School District/North Texas Consortium. Licensee shall make services available to citizens 18 years of age or older who are not currently enrolled in school; 17 year olds may be admitted only with official letter of withdrawal from their respective school district and parental permission. A minimum of 25 students must be identified to establish a class, and a minimum average class attendance of 18 students must be maintained monthly.

SECTION 2 MONTHLY RENTAL

2.01. During the term of this Agreement, Licensee agrees to pay City, for the use of the Licensed Premises at Northside Community Center, as described above, at the rate of One Hundred Seventy and 48/100 (\$170.48) per month for the use of the Licensed Premises at Southside Community Center, as described above, at the rate of Three Hundred Sixty-Four and 86/100 (\$364.86) per month. City agrees to submit monthly statements for rent to the Licensee, but failure of the City to submit said monthly statements to Licensee shall not relieve the Licensee from its obligation to pay the monthly rental as required under this Agreement.

2.02 The monthly rentals provided for herein shall be due and payable by Licensee to the City on the first day of the month for which said rentals are due. The Licensee shall make all monthly rental payments on or before the 5th day of each month of this Agreement. Rental payments and any other sums due and payable to the City shall be addressed to:

City of Fort Worth
Neighborhood Services Department
908 Monroe Street, 4th Floor
Fort Worth, Texas 76102

**SECTION 3
TERM OF LICENSE**

3.01. The primary term of this Agreement shall commence on the execution date and end on June 30, 2019.

3.02 The Agreement shall automatically renew for three additional one-year terms under the same terms and conditions of this Agreement.

3.03 Either party may terminate this Agreement, with or without cause, by giving the other party written notice thirty days (30) days prior to the intended termination date.

**SECTION 4
RIGHT OF ACCESS**

4.01. During the term of this Agreement, City or its agent shall have the right to enter into and upon the Licensed Premises during reasonable hours for the purpose of examining and inspecting the same and determining whether Licensee has complied with all the terms and conditions of this Agreement. Except in the event of an emergency, City shall conduct inspections during Licensee's ordinary business hours and shall use its best efforts to provide Licensee at least two (2) hours notice prior to inspection.

4.02. During any inspection, City may perform any obligations that City is authorized or required to perform under the terms of this Agreement or pursuant to its governmental duties under federal, state, or local laws, rules, or regulations.

4.03. Licensee will permit the City's Fire Marshal or his or her authorized agents to inspect the Licensed Premises, and Licensee and City will comply with all requirements of the Fire Marshal or his or her authorized agents that are necessary to bring the Licensed Premises into compliance with the City of Fort Worth Fire Code and Building Code provisions regarding fire safety, as such provisions exist or may hereafter be amended. Licensee shall maintain in proper condition accessible fire extinguishers of a number and type approved by the Fire Marshal or his or her authorized agents for the particular hazard involved.

**SECTION 5
TITLE AND CONSTRUCTION**

5.01. The Licensed Premises are subject to any statement of facts which an accurate survey or physical inspection might show, all zoning, restrictions, regulations, rulings and ordinances, building restrictions, and other laws and restrictions now in effect or hereafter adopted by any governmental authority having jurisdiction and are licensed in their present condition without representation or warranty by City.

5.02. Licensee agrees that Licensee has examined the Licensed Premises prior to the execution of this Agreement and is satisfied with the physical condition of the Licensed Premises. Licensee's taking possession of the Licensed Premises shall be conclusive evidence of its receipt of the Licensed Premises in a safe, sanitary, and good condition and repair, except for those conditions that the Licensee provides City written notice of prior to the execution of this Agreement. **Licensee agrees that it is taking the Licensed Premises in their current "AS IS" condition with no representations or warranties of any nature whatsoever by City (except as otherwise specifically provided for in this Agreement).**

SECTION 6 USE OF PREMISES; COMPLIANCE WITH LAW; EASEMENTS

6.01. Licensee is granted and shall have the right to use and occupy the Licensed Premises solely for the purposes stated in this Agreement, provided that such purpose complies with existing zoning of the Licensed Premises and the purposes stated under this Agreement.

6.02. Licensee covenants and agrees that it shall not engage in any unlawful use of the Licensed Premises. Licensee further agrees that it shall not permit its officers, agents, servants, employees, contractors, subcontractors, patrons, licensees or invitees to engage in any unlawful use of the Licensed Premises, and Licensee immediately shall remove from the Licensed Premises any person engaging in such unlawful activities. Unlawful use of the Licensed Premises by Licensee itself shall constitute an immediate breach of this Agreement.

6.03. Licensee will not do or suffer any waste to the Licensed Premises. Licensee shall, at its cost and expense, comply with and cause the Licensed Premises to comply with: (i) all valid federal, state, local, and other governmental laws, ordinances, rules, orders, and regulations affecting the Licensed Premises or a part thereof or the use thereof, and (ii) all rules, orders, and regulations of the National Board of Underwriters or other body exercising similar functions in connection with the prevention of fire or the connection of hazardous conditions which apply to the Licensed Premises. If applicable, Licensee shall comply with the requirements of all policies of insurance which at any time may be in force with respect to the Licensed Premises (other than any policies obtained by City and not approved in writing by Licensee) and, to the extent that Licensee has written notice thereof, with the provisions of any contracts, agreements, and restrictions affecting the Licensed Premises or a part thereof or the ownership, occupancy, or use thereof which shall have existed at the time of commencement of the primary term or shall have been approved in writing by Licensee.

6.04. Licensee will comply with all federal, state, and local laws and statutes and with all ordinances, charter provisions, rules and regulations of the City of Fort Worth; including all rules, regulations and/or requirements of the City of Fort Worth Police and Fire Departments; and any and all requirements specifically made by the City of Fort Worth Fire Marshall in connection with this Agreement.

**SECTION 7
TAXES AND OTHER CHARGES; LIENS**

7.01. City agrees to pay all taxes levied and assessed against the Licensed Premises and improvements during the term of the Agreement.

7.02. Licensee acknowledges that it has no authority to engage in any act or to make any contract that may create or be the foundation for any lien upon the property or interest in the property of City. If any such purported lien is created or filed, Licensee will not permit it to remain and will, at its cost and expense, promptly discharge all liens, encumbrances, and charges upon the Licensed Premises (or a part thereof) arising out of (i) the use or occupancy of the Licensed Premises (or a part thereof) by Licensee or (ii) by reason of any labor or materials furnished or claimed to have been furnished, by, through or under Licensee in connection with any construction, improvement, alteration, addition, repair or demolition of any part of the Licensed Premises. Licensee's failure to discharge any such purported lien shall constitute a breach of this Agreement, and City may terminate this Agreement upon ten (10) days' written notice. However, Licensee's financial obligation to City to liquidate and discharge such lien shall continue in effect following termination of this Agreement and until such a time as the lien is discharged.

**SECTION 8
MAINTENANCE**

8.01. Licensee shall keep and maintain the Licensed Premises in a good, clean and sanitary condition at all times. Licensee covenants and agrees that it will not make or suffer any waste of the Licensed Premises. Licensee shall be responsible for all damages caused by Licensee, its agents, servants, employees, contractors, subcontractors, licensees, or invitees, and Licensee agrees to fully repair or otherwise cure all such damages at Licensee's sole cost and expense. The City shall determine whether any damage has been done, the amount of the damage, and the reasonable costs of repairing the damage. Any damage by the Licensee or others incident to the exercise of privileges herein granted shall be repaired or replaced by the Licensee to the reasonable satisfaction of the City within thirty (30) days of receipt of written notification from the City.

8.02. City shall pay all utilities and shall bear the cost of having the exterior of windows washed twice each year.

8.03. Licensee shall pay all janitorial costs related to the Licensed Premises. Licensee shall maintain the Licensed Premises in accordance with the Neighborhood Services Department's "Facilities Cleanliness Standards" attached and incorporated herein, as Exhibit A.

8.04. During the term of this Agreement, Licensee shall notify the City in writing in reference thereto by certified mail of any conditions on the Licensed Premises that in Licensee's opinion is not in reasonably good repair and condition, reasonable wear and tear excepted, and City shall make all reasonably necessary repairs to Licensed Premises.

**SECTION 9
IMPROVEMENTS, REPLACEMENTS, ADDITIONS, AND REMOVALS;
LANDLORD'S LIEN**

9.01. City hereby covenants and agrees that the Licensee may bring on to the Licensed Premises any and all equipment and improvements reasonably necessary for the efficient exercise of Licensee's governmental responsibilities.

9.02. Licensee will not do or permit to be done any injury or damage to any buildings or part thereof, or permit to be done anything which will damage or change the finish or appearance of the Licensed Premises or the furnishings thereof or any other property belonging to the City. No decorative or other materials shall be nailed, tacked, screwed or otherwise physically attached to any part of the Licensed Premises or fixtures of the City without the prior consent of the City.

9.03. Licensee agrees that, except as otherwise expressly provided herein, all improvements, trade fixtures, furnishings, equipment, and other personal property of every kind or description which may at any time be on the Licensed Premises shall be at Licensee's sole risk or at the sole risk of those claiming under Licensee.

9.04. Any signs necessary to indicate Licensee's name, location, and governmental purpose shall be prepared and installed by the Licensee, at its sole cost, in accordance with applicable rules and regulations of the City and in keeping with building decor. Any special requirements of Licensee contrary to the above must be made a part of this Agreement.

9.05. City assumes no responsibility for any property placed on the Licensed Premises or any part thereof by the Licensee or any agent, officer, employee, invitee, or licensee of the Licensee. To the extent permitted by the constitution and the laws of the State of Texas, Licensee hereby expressly releases and discharges City from any and all liability for any property damage or loss and/or personal injury, including death, arising out of or in connection with, directly or indirectly, the occupancy and/or use of the Licensed Facilities and any and all activities conducted thereon sustained by reasons of the occupancy of said buildings under this Agreement.

**SECTION 10
INDEMNIFICATION**

10.01. *TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) LICENSEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF*

LICENSEE, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY) OR SUBCONTRACTORS, RELATED TO THE LICENSE OF THE LICENSED PREMISES OR THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY OR ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH LICENSEE AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

SECTION 11 INSURANCE

11.01 Prior to the time Licensee is entitled to any right of access to or use of the Licensed Premises, Licensee shall provide a certificate of self-insurance or procure, pay for, and maintain an amount and type of insurance written by companies approved by the State of Texas and acceptable to the City.

11.02 Executed statements of self-insurance or certificates of insurance and/or certified copies of policies as determined acceptable by the City shall be delivered to City at the execution of this Agreement.

SECTION 12 CONDEMNATION

12.01. If the entire Licensed Premises, or any substantial part thereof which is sufficient to render the remaining portion of the Licensed Premises untenable for Licensee's business purposes, is to be taken by condemnation or sold under threat of condemnation by an entity other than the City of Fort Worth, this Agreement shall terminate. In such event, City agrees to give Licensee 120 days' notice to vacate, and if Licensee has prepaid any rents, City will reimburse Licensee a pro rata of such prepaid rent for the unexpired term of this Agreement. Such reimbursement shall be the sole recovery to which Licensee will be entitled to in the event of a condemnation or threat of condemnation. Under no circumstances shall Licensee be entitled to any portion of the sale price or condemnation award or to any other damages or costs.

12.02. If a portion of the Licensed Premises that is less than that described in Section 12.01 be taken by condemnation or sold under threat of condemnation by an entity other than the City of Fort Worth, Licensee shall have the option to terminate this Agreement or to negotiate with the City to adjust the Licensed Premises so that Licensee may continue its business. If Licensee wishes to adjust the Licensed Premises to continue its business, written notice thereof shall be given by Licensee to City within ninety (90) days after such taking or sale, and the rent shall be equitably adjusted by the parties effective as of the date of the taking or sale to reflect any change in the Licensed Premises.

SECTION 13
SUBLETTING, ASSIGNING, AND MORTGAGING

13.01. Licensee shall not assign its interest under this Agreement without receiving the prior written consent of City (which shall not be unreasonably withheld). Any such attempted assignment without prior written consent shall be void. Consent of the City to an assignment shall not relieve the Licensee of liability in the event of default by its assignee. Neither this Agreement nor the term demised hereby shall be mortgaged by Licensee, nor shall Licensee mortgage or pledge the interests of Licensee in and to any sublease or rental payable thereunder.

13.02. Licensee may not sublet or assign the Licensed Premises in whole or in part without the prior written consent of City. Any such attempted sublease without prior written consent shall be void. Consent of the City to a sublease shall not relieve the Licensee of liability in the event of default by its sublessee.

SECTION 14
EVENTS OF DEFAULT BY LICENSEE; REMEDIES OF CITY, AND TERMINATION

14.01. In the event one or more of the following shall happen and continue (herein called an "*event of default*."

- (a) Licensee defaults in the payment of any of the rents provided to be paid hereunder and such default shall continue for thirty (30) days following written notification from City;
- (b) Licensee defaults in the observance or performance of any other provision of this Agreement which is not remedied within thirty (30) days after written notice of such default by City to Licensee properly specifying wherein Licensee has failed to perform any such provision; it being understood that if by reason *afforce majeure* Licensee shall be rendered unable wholly or in part to carry out the obligations referred to under this clause (b), Licensee shall not be in default during the continuance of the inability claimed. The term "*force majeure*" shall mean Acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders of any land of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fire, hurricanes, tornadoes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, partial or entire, failure of utilities, or any other cause not reasonably within the control of Licensee. It is understood and agreed that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of Licensee and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is unfavorable in the judgment of Licensee. However, notwithstanding the preceding, in the event that

Licensee's default is of a nature that cannot reasonably be cured within thirty (30) days, no event of default will have occurred if Licensee commences to cure its default within such thirty (30) day period and thereafter proceeds with diligence to complete such cure;

(c)

A trustee or receiver is appointed for Licensee or for all or any substantial part of its property without the consent of Licensee and is not discharged within ninety (90) days after such appointment, excluding any period in which such appointment shall be stayed upon appeal or otherwise;

(d) Any other breach of a term or obligation of this Agreement; or

(e) Licensee uses the Licensed Premises in an unlawful manner.

14.02. In the event of default as provided for in this Agreement in Section 14.01(a) through (d), City may terminate this Agreement by giving to Licensee ten (10) day notice of City's intention so to do, in which event the term of this Agreement shall end, and all right, title, and interest of Licensee hereunder shall expire on the date stated in such notice. City shall have the right to enter upon and take possession of the Licensed Premises, and shall have the remedies now or hereafter provided by law for recovering of rent, repossession of the Licensed Premises and damages occasioned by each default. Any rights of the Licensee to the possession of the Licensed Premises shall cease on the date stated in such notice.

14.03. In the event of default as provided for in this Agreement in Section 14.01(e), City may terminate this Agreement immediately and remove the Licensee from the Licensed Premises.

14.04. In the event of the termination of this Agreement by City, Licensee may remove any improvements, fixtures, or other items attached to any structure on the Licensed Premises belonging to the Licensee and placed on the Licensed Premises by the Licensee, provided that Licensee shall reimburse the City for any damage to the Licensed Premises caused by the removal of any improvements or fixtures. If Licensee removed any fixture or improvement belonging to City during the term of this Agreement, at the termination of this Agreement, Licensee agrees to replace or reinstall any fixture or improvement to its original place and in its original condition, as found at the beginning of the primary term of this Agreement.

14.05. Within twenty (20) days following the effective date of termination or expiration, Licensee shall remove from the Licensed Premises all trade fixtures, tools, machinery, equipment, materials and supplies placed on the Licensed Premises by Licensee pursuant to this Agreement. After such time, City shall have the right to take full possession of the Licensed Premises, by force if necessary, and to remove any and all parties and property remaining on any part of the Licensed Premises. Licensee agrees that it will assert no claim of any kind against City, its agents, servants, employees, or representatives that may

stem from City's termination of this Agreement or any act incident to City's assertion of its right to terminate or City's exercise of any rights granted hereunder.

14.06. No default by City hereunder will constitute an eviction or disturbance of Licensee's use and possession of the Licensed Premises or render City liable for damages or entitle Licensee to be relieved from any of Licensee's obligations hereunder (including the obligation to pay rent) or grant Licensee any right of deduction, abatement, set-off, or recoupment, or entitle Licensee to take any action whatsoever with regard to the Licensed Premises or City until thirty (30) days after Licensee has given City written notice specifically setting forth such default by City, and City has failed to cure such default within said thirty (30) day period, or if such default cannot reasonably be cured within said thirty (30) day period, then within an additional reasonable period of time so long as City has commenced curative action within said thirty (30) day period and thereafter is diligently attempting to cure such default.

14.07. No waiver by the parties to this Agreement of any default or breach of any term, condition, or covenant of this Agreement will be deemed to be a waiver of any other breach of the same or other term, condition, or covenant contained in this Agreement. No provision of this Agreement may under any circumstances be deemed to have been waived by either party to this Agreement unless such waiver is in writing and signed by the party charged with such waiver. Licensee agrees that the receipt by City of rent with the knowledge of the breach of any covenant or condition of this Agreement by Licensee will not be deemed to be a waiver of such breach, and no provision of this Agreement will be deemed to have been waived by City unless such waiver is in a written instrument signed by City.

SECTION 15 REMEDIES; NO WAIVER

15.01. Each right, power, and remedy of City provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers, and remedies are sought to be enforced, and the exercise or beginning of the exercise by City of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by City of any or all such other rights, powers, or remedies.

15.02. The failure to insist upon a strict performance of any of the covenants or agreements herein set forth or to declare a forfeiture for any violation thereof shall not be considered or taken as a waiver or relinquishment for the future of City's rights to insist upon a strict compliance by Licensee with all the covenants and conditions hereof, or of City's right to declare a forfeiture for violation of any covenants or conditions if such violation be continued or repeated beyond the curative periods of time permitted in above.

SECTION 16 INDEPENDENT CONTRACTOR

16.01. It is expressly understood and agreed that Licensee shall operate as an independent contractor as to all rights and privileges granted herein, and not as an agent, representative, or employee of City. Licensee shall have the exclusive right to control the details of its operations and activities on the Licensed Premises and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, patrons, licensees, and invitees. Licensee acknowledges that the doctrine of *respondeat superior* shall not apply as between City and Licensee, its officers, agents, employees, contractors and subcontractors. Licensee further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Licensee.

SECTION 17 PUBLIC SAFETY

17.01. The City, in its sole discretion, may close or postpone the opening of the Centers in the interest of public safety.

SECTION 18 NON-DISCRIMINATION/ DISABILITIES

18.01. Licensee, for itself, its personal representatives, successors in interest, and assigns agrees, as part of the consideration herein, that no person shall be excluded from participation in or denied the benefits of Licensee's use of the Licensed Premises on the basis of race, color, national origin, religion, handicap, gender, sexual orientation, familial status, gender expression, gender identity, or transgender. Licensee further agrees for itself, its personal representatives, successors in interest and assigns that no person shall be excluded from the provision of any services on or in the construction of any improvements or alterations to the Licensed Premises on grounds of race, color, national origin, religion, handicap, gender, sexual orientation, familial status, gender expression, gender identity, or transgender.

18.02. In signing this Agreement, City and Licensee certify that at the time the Licensed Premises is occupied by Licensee and throughout the term of the Agreement and any additional tenancy, City and Licensee will comply with all applicable provisions of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 United States Code 12101 *et seq*, and all applicable Texas Accessibility Requirements.

18.03 Any renovations necessary for the Licensed Premises to comply with all applicable provisions of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 United States Code 12101 *et seq*, and all applicable Texas Accessibility Requirements shall be made by City.

SECTION 19 LICENSES AND PERMITS

19.01. Licensee shall, at its sole expense, obtain and keep in effect all licenses and permits necessary for its operations.

**SECTION 20
VENUE AND JURISDICTION**

20.01. This Agreement shall be construed in accordance with law of the State of Texas. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement or of Licensee's operations on the Licensed Premises, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

**SECTION 21
AMENDMENT, SECTION HEADINGS, AND SEVERABILITY**

21.01. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated except by a written instrument signed by the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

21.02. The headings in this Agreement are inserted for reference only and shall not define or limit the provisions hereof.

21.03. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one instrument.

21.04. In the event that any clause or provision of this Agreement shall be held to be invalid by any court or competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

**SECTION 22
NOTICES**

22.01. Unless a particular provision of this Agreement specifies otherwise, all notices required or permitted under this Agreement may be given to a party personally or by mail, addressed to such party at the address stated below or to such other address as one party may from time to time notify the other in writing. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

LICENSEE: President, Board of Education
Fort Worth Independent School District
100 University Drive, Suite 150
Fort Worth, Texas 76107

CITY: City of Fort Worth
Property Management Department
Lease Management
900 Monroe, suite 400

Fort Worth, Texas 76102

With copies to:

City of Fort Worth c/o Sonia Singleton
Neighborhood Services Department
908 Monroe, 4th Floor
Fort Worth, Texas 76102

Leann Guzman
City Attorney's Office
200 Texas Street
Fort Worth, Texas 76102

Or to such other address as such party may hereafter designate by notice in writing addressed and mailed or delivered to the other party hereto.

**SECTION 23
ENTIRE UNDERSTANDING**

23.01. This written instrument (including all attachments, schedules, and exhibits attached hereto) constitutes the entire understanding of the parties concerning City's and Licensee's roles and obligations in regard to Licensee's use of the Licensed Premises. Any prior or contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void.

SIGNATURES APPEAR ON FOLLOWING PAGE

SIGNED this ____ day of _____, 2018, to be the Effective Date.

CITY:

CITY OF FORT WORTH, TEXAS,
a home-rule municipal corporation

By: _____
Jesus J. Chapa
Assistant City Manager

LICENSEE:

**FORT WORTH INDEPENDENT
SCHOOL DISTRICT**

By: _____
Dr. Kent Paredes Scribner
Superintendent



CONTRACT COMPLIANCE MANAGER

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Leann Guzman
Senior Assistant City Attorney

Date: _____

ATTEST:

By: _____
Mary Kayser
City Secretary

Date: _____

Form 1295: Not required
Contract Authorization:
M&C: C-28835

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Jesus J. Chapa**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same as the act of the **City of Fort Worth** and that he executed the same as the act of the said City of Fort Worth for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF MY OFFICE THIS _____ day of _____,
2018

Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Dr. Kent Paredes Scribner**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same as the act and deed of the **Fort Worth Independent School District** and in the capacity therein stated as its authorized officer or representative.

GIVEN UNDER MY HAND AND SEAL OF MY OFFICE THIS _____ day of _____,
2018

Notary Public in and for the State of Texas

**Exhibit A
CITY OF FORT WORTH**

FACILITIES CLEANLINESS STANDARDS

Overview

One of the City's Management Priorities and a Strategic Goal of the City Council of Fort Worth emphasize ensuring quality customer service and providing a cleaner more attractive City. Successful efforts will result in a sanitary, safe and pleasant environment for our citizens, visitors and employees who come to or work in City facilities. In order to establish general guidelines that will provide direction for our employees and contractors, cleaning standards have been developed to address these concerns. The standards are directed primarily at City buildings (example: community centers, public events, city hall, etc.) that are frequented by the general public. These standards are primarily a base and may be enhanced by the Department Head or his/her designee. Standards may also be governed by licensing or professional organization policies. All custodial personnel should be required to participate in effective custodial and product training on a quarterly basis. It is also important to note, that the volume of usage will dictate the frequency of each activity.

"INSPECT WHAT YOU EXPECT!"

General (for all facilities)

Bulletin Boards, Windows and Doors

Daily:

Inspection of exterior and interior of facility to include:

- Litter
- Bird and other animal droppings
- Outdated materials on bulletin boards
- Brochure/Literature Racks
- Light bulbs
- Flyers, notices, etc. inappropriately taped or attached to doors and walls
- Graffiti
- Wash/clean high windows in facilities, per contract

Bi-Annually:

- Wash/clean windows in facilities, inside and outside. Buildings with multiple, multi-storied windows (e.g. City Hall, Will Rogers, Convention Center, etc.) to contract for professional services

Parking Lots, Garages and Grounds

Daily:

- Inspect for litter, trash or other debris
- Pick up trash, etc.
- Empty trash receptacles and replace liners

Weekly:

- Park sites

Bi-Annually:

- Power wash surface/floors and walls

Entrances, Lobbies and Corridors

Daily:

- Empty waste baskets/receptacles, remove debris, shift and/or replace sand in smoking urns; remove leaves and litter from entrance
- Locate smoking area away from entrance
- Dust mop and wet mop tiled areas
- Vacuum carpeted areas and mats; remove gum and soiled spots
- Disinfect water fountains
- Clean entrance door glass
- Dust lobby/reception area furniture, fire closets and extinguishers

Weekly:

- Clean display cases and interior door glass
- Spot clean walls
- Restore floor finish on non-carpeted floors

Twice Monthly:

- Dust high vents, lights, blinds and wall surfaces

Restrooms and Locker Rooms

Daily:

- Empty waste baskets/receptacles and change liners
- Restock dispensers: soap, paper towel, toilet tissue and feminine hygiene
- Clean mirrors; clean and disinfect urinals and commodes; clean basins; polish stainless steel and chrome surfaces
- Spot wash walls, lockers and partitions
- Sweep and wet mop floors with disinfecting solution; ensure that the process is started with a clean mop

Weekly:

- Damp clean and wipe/polish partitions
- Pour at least one gallon of clear water down floor drains
- Dust wall and ceiling vents
- Wipe/clean doors and wall tile

Twice Monthly:

- De-scale fixtures
- Scrub or mop floor thoroughly

Offices and Lounges

Daily:

- Empty waste baskets/receptacles inside or placed outside office door
- Clean any inner-office restrooms following public restrooms standards

Weekly:

- Empty waste baskets/receptacles and change liners
- Dust cleared furniture tops, desk lamps and bookshelves
- Clean doors, door glass and telephone
- Dust mop and wet mop tiled floors
- Vacuum and remove spots from carpeted Boors, fabric chairs and sofas

Monthly:

- Dust coat racks, clocks, window ledges, pipes, vents, blinds and any connecting vertical and horizontal wall surfaces
- Restore floor finish on non-carpeted floors

Classrooms, Auditoriums, Libraries and Reception Areas

Daily:

- Empty waste baskets/receptacles and replace liners
- Clean dry erase or chalk boards and trays
- Vacuum traffic patterns on carpeted floors; remove gum and soil spots
- Dust mop and wet mop tiled floors
- Clean glass in doors and partitions
- Dust furniture surfaces and damp clean tabletops
- Empty pencil sharpeners

Weekly:

- Vacuum carpeted areas thoroughly
- Clean door surfaces
- Restore floor finish on non-carpeted floors

Monthly:

- Dust high vents, lights, pipes, blinds and connecting vertical and horizontal wall surfaces
- Vacuum upholstered chairs

Conference Rooms

Daily:

- Empty waste baskets/receptacles
- Clean dry erase and chalkboards and chalk trays

Three (3) Times Weekly:

- Vacuum traffic patterns on carpeted floors and remove gum and soil spots
- Dust mop and wet mop tiled floors
- Clean glass in doors and partitions

Weekly:

- Dust furniture surfaces and damp-clean table tops
- Empty pencil sharpeners
- Vacuum carpeted areas thoroughly
- Clean door surfaces

Public Stairs

Daily:

- Dust mop and wet mop

Weekly:

- Dust handrails, radiators, window ledges, clean risers and ledges

Monthly:

- Dust high vents, lights, pipes, blinds and connecting vertical and horizontal wall surfaces

Copy Rooms

Daily:

- Empty waste receptacles and replace liners
- Dust mop tiled floors
- Vacuum carpeted floors, remove gum and soil spots

Weekly:

- Thoroughly vacuum vents
- Clean door surfaces

Monthly

- Dust clocks window ledges and blinds, restore floor finish on non.-carpeted floors

Shower Stalls Community Centers, other Facilities

Daily:

- Remove foreign matter and soap
- Clean disinfect floors
- Flush floor with clear water and squeegee dry
- Disinfect shower walls
- Clean beneath shower mats
- Clean and disinfect mats

Twice weekly:

- Clean handles, showerheads and other future hardware
- Scrub and disinfect shower room walls
- Remove scum from walls

Break Rooms

Daily:

- Clean tabletops with disinfect
- Empty waste receptacles and replace liners
- Dust mop and wet mop tiled areas
- vacuum carpeted areas and mats
- Remove gum and soil spots
- Disinfect drinking fountains
- Wipe chairs with damp sponge

Twice Monthly:

- Dust vents, lights, pipes and blinds

Gymnasium, Activity Areas

Daily:

- Empty waste receptacles and replace liners
- Dust mop court floors and spot clean
- Dry mop gym floor with recommended product
- Clean glass in doors and partitions
- Clean and disinfect drinking fountains
- Remove gum and soil spots
- Dust mop and wet mop tiled floors
- Spot clean walls
- Clean glass in doors and partitions

Weekly:

- Vacuum carpeted areas thoroughly
- Clean door surfaces
- Spray and buff tiled floors
- Remove scuff marks

Monthly:

- Dust or vacuum vents, lights, pipes, blinds, drapes, etc.
- Vacuum upholstered furniture
- Clean all wooden and other furniture

**CONSENT AGENDA ITEM
BOARD MEETING
December 11, 2018**

**TOPIC: APPROVE ARCHITECTURAL SERVICES FOR PHASE II OF THE
INNOVATION CENTER 1050 BRIDGEWOOD DRIVE**

BACKGROUND:

Phase II of the Innovation Center includes the finish out of approximately 33,400 square feet of space within the existing building. The design for this building will allow space for instruction and training of teachers on our east side of the District. The completion of this building is expected to cost no more than \$4 million in construction costs. We will use the architectural services of Hahnfeld, Hoffer and Stanford Architects through RFQ 18-001 to provide Schematic Design, Design Development, Construction Documents, Bidding and Negotiations and Construction Administration for the work to be performed. The work will include all new and renovation work required.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Architectural Services for Phase II of the Innovation Center
2. Decline to Approve Architectural Services for Phase II of the Innovation Center.
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Architectural Services for Phase II of the Innovation Center 1050 Bridgewood Drive.

FUNDING SOURCE

Additional Details

CIP 2013

685-81-6629-B50-999-99-000-000000

COST:

\$290,953

VENDOR:

Hahnfeld, Hoffer and Stanford Architects

PURCHASING MECHANISM

Bid/RFP/RFQ

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

Department of Innovation

RATIONALE:

Phase II of the Innovation Center will provide space for instruction and training on the east side of the District.

INFORMATION SOURCE:

Art Cavazos
Gil Griffin
Brian Mathis

EXHIBIT A.1

Professional Fee Summary by Discipline



Project Manager: Gary A. Ryan
Owner: Fort Worth Independent School District
Project Description: Fort Worth ISD
 Innovation Center - Phase II
 A/E Services
Job Number: 15075-01

Probable Construction Cost **Date:** 11/7/2018
Remodel Area 33,400 SF
Available Remodel Area 33,400 /SF
Cost/SF \$ 110.00 /SF
Projected Remodel Cost \$ 3,674,000

Classification	Item	Firm	Fee	% Const Cost
BASIC SERVICES				
Basic Services	Architectural	Hahnfeld Hoffer Stanford	\$ 178,305	4.85%
Basic Services	MEP Engineer (Exhibit B.1)	Wells Doak Engineers	\$ 35,000	0.95%
Basic Services	Structural Engineer (Exhibit B.2)	Metro Structural Engineers	\$ 3,000	0.08%
Basic Services	Cost Estimating (Exhibit B.3)	Riddle & Goodnight	\$ 5,760	0.16%
BASIC SERVICES SUBTOTAL			\$ 222,065	6.04%
ADDITIONAL SERVICES				
Additional Services	Registered Accessibility Specialist (Exhibit C.1)	K+K Associates	\$ 1,340	0.04%
Additional Services	Audio/Video (Exhibit C.2)	Idibri, Inc.	\$ 25,365	0.69%
Additional Services	Acoustic Consultant (Exhibit C.2)	Idibri, Inc.	\$ 16,340	0.44%
ADDITIONAL SERVICES SUBTOTAL			\$ 43,045	1.17%
OPTIONAL ADDITIONAL SERVICES				
Optional Add Service	Permit Expediting (Exhibit D) (includes bldg permit)	Winston Services	\$ 19,343	0.53%
OPTIONAL ADDITIONAL SERVICES SUBTOTAL			\$ 19,343	0.53%
TOTAL PROFESSIONAL SERVICES			\$ 284,453	7.74%
REIMBURSABLE EXPENSES				
	Item	Firm	Estimated	
Reimbursable	Architectural	Hahnfeld Hoffer Stanford	\$ 3,500	
Reimbursable	MEP Engineer	Wells Doak Engineers	\$ 1,000	
Reimbursable	Structural Engineer	Metro Structural Engineers	\$ 500	
Reimbursable	Cost Estimator	Riddle & Goodnight	\$ 500	
Reimbursable	Audio/Video Consultant	Idibri, Inc.	\$ 500	
Reimbursable	Acoustic Consultant	Idibri, Inc.	\$ 500	
REIMBURSABLE EXPENSES SUBTOTAL			\$ 6,500	
TOTAL INCLUDING REIMBURSABLES			\$ 290,953	

EXHIBIT A.2



Professional Fee Summary by Phase

Project Manager: Gary A. Ryan

Date: 11/7/2018

Owner: Fort Worth Independent School District

Project Description: Fort Worth ISD
Innovation Center - Phase II
A/E Services

Job Number: 18014-01

Classification	Item	Firm	Fee
Schematic Design Phase			
Basic Services	Architectural	Hahnfeld Hoffer Stanford	\$ 21,315
Basic Services	MEP Engineer (Exhibit B.1)	Wells Doak Engineers	\$ 4,184
Basic Services	Structural Engineer (Exhibit B.2)	Metro Structural Engineers	\$ -
Basic Services	Cost Estimating (Exhibit B.3)	Riddle & Goodnight	\$ 1,440
Additional Services	Audio/Video (Exhibit C.2)	Idibri, Inc.	\$ 2,537
Additional Services	Acoustic Consultant (Exhibit C.2)	Idibri, Inc.	\$ 1,634
SD SUBTOTAL			\$ 31,109
Design Development Phase			
Basic Services	Architectural	Hahnfeld Hoffer Stanford	\$ 35,350
Basic Services	MEP Engineer (Exhibit B.1)	Wells Doak Engineers	\$ 6,939
Basic Services	Structural Engineer (Exhibit B.2)	Metro Structural Engineers	\$ 900
Basic Services	Cost Estimating (Exhibit B.3)	Riddle & Goodnight	\$ 1,440
	11/5/2018 Audio/Video (Exhibit C.2)	Idibri, Inc.	\$ 5,073
Additional Services	Acoustic Consultant (Exhibit C.2)	Idibri, Inc.	\$ 3,268
DD SUBTOTAL			\$ 52,970
Construction Documents Phase			
Basic Services	Architectural	Hahnfeld Hoffer Stanford	\$ 52,040
Basic Services	MEP Engineer (Exhibit B.1)	Wells Doak Engineers	\$ 10,215
Basic Services	Structural Engineer (Exhibit B.2)	Metro Structural Engineers	\$ 1,600
Basic Services	Cost Estimating (Exhibit B.3)	Riddle & Goodnight	\$ 2,880
Additional Services	Audio/Video (Exhibit C.2)	Idibri, Inc.	\$ 8,878
Additional Services	Acoustic Consultant (Exhibit C.2)	Idibri, Inc.	\$ 5,719
Additional Services	Registered Accessibility Specialist (Exhibit C.1)	K+K Associates	\$ 1,340
CD SUBTOTAL			\$ 82,672
Bid Phase			
Basic Services	Architectural	Hahnfeld Hoffer Stanford	\$ 13,650
Basic Services	MEP Engineer (Exhibit B.1)	Wells Doak Engineers	\$ 2,679
Basic Services	Structural Engineer (Exhibit B.2)	Metro Structural Engineers	\$ -
Additional Services	Audio/Video (Exhibit C.2)	Idibri, Inc.	\$ 1,268
Additional Services	Acoustic Consultant (Exhibit C.2)	Idibri, Inc.	\$ 817
Optional Add Service	Permit Expediting (Exhibit D) (includes bldg permit)	Winston Services	\$ 19,343
BID SUBTOTAL			\$ 37,758
Construction Administration Phase			
Basic Services	Architectural	Hahnfeld Hoffer Stanford	\$ 55,950
Basic Services	MEP Engineer (Exhibit B.1)	Wells Doak Engineers	\$ 10,983
Basic Services	Structural Engineer (Exhibit B.2)	Metro Structural Engineers	\$ 500
Additional Services	Audio/Video (Exhibit C.2)	Idibri, Inc.	\$ 7,610
Additional Services	Acoustic Consultant (Exhibit C.2)	Idibri, Inc.	\$ 4,902
CA SUBTOTAL			\$ 79,944
PROFESSIONAL SERVICES TOTAL			\$ 284,453

EXHIBIT A.2

Professional Fee Summary by Phase



Project Manager: Gary A. Ryan

Date: 11/7/2018

Owner: Fort Worth Independent School District

Project Description: Fort Worth ISD
Innovation Center - Phase II
A/E Services

Job Number: 18014-01

Classification	Item	Firm	Fee
REIMBURSABLE EXPENSES			
	Item	Firm	Estimated
Reimbursable	Architectural	Hahnfeld Hoffer Stanford	\$ 3,500
Reimbursable	MEP Engineer	Wells Doak Engineers	\$ 1,000
Reimbursable	Structural Engineer	Metro Structural Engineers	\$ 500
Reimbursable	Cost Estimator	Riddle & Goodnight	\$ 500
Reimbursable	Audio/Video Consultant	Idibri, Inc.	\$ 500
Reimbursable	Acoustic Consultant	Idibri, Inc.	\$ 500
REIMBURSABLE EXPENSES SUBTOTAL			\$ 6,500
TOTAL			\$ 290,953

**CONSENT AGENDA ITEM
BOARD MEETING
December 11, 2018**

TOPIC: APPROVE THE CONTRACTS FOR GENERAL CONSTRUCTION AS MODIFIED FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Modifications to the two-part contract that will be used as the construction contract for General Contractors performing work for the 2017 FWISD Capital Improvement Program (CIP), has been completed. The two-part contract contains:

- (1) **AIA A101 Standard Form of Agreement between Owner and Contractor.** The AIA A101 serves as the primary component of the overall general contract, outlining the specific contract sum, contract time, and other details.
- (2) **AIA A201 General Conditions of the Contract for Construction (2017 edition as modified by the District).** The AIA A201 is the secondary component of the contract and outlines the specific terms of the agreement.

Modifications to the contracts have been reviewed and completed by FWISD legal counsel. Approving the use of these contracts will avoid protracted contract negotiations and delays to the 2017 CIP projects. A copy of the two-part contract is attached.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve The Contracts For General Construction As Modified For The 2017 Capital Improvement Program
2. Decline to Approve The Contracts For General Construction As Modified For The 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve The Contracts For General Construction As Modified For The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-XXX-99-000-XXXXXX

671-81-6629-B40-XXX-99-000-XXXXXX

COST:

None

VENDOR:

General Contractors will be procured through Board of Education (BOE) approved procurement processes, and the results of those evaluations will be presented to the BOE for approval throughout the 2017 Capital Improvement Program.

PURCHASING MECHANISM

Bid/RFP/RFQ

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:

This two-part contract form is typically used in the construction industry. It has been reviewed and modified by FWISD legal counsel.

INFORMATION SOURCE:

Vicki Burris

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 11, 2018**

TOPIC: CLOSEOUT OF THE CONTRACT WITH REEDER+SUMMIT JOINT VENTURE FOR BID PACKAGE 015 (RFCSP #17-004) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On March 21, 2017, the Board of Education authorized CIP staff to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 015 (RFCSP 17-004). This Bid Package consisted of construction services at TEA 042, Daggett Middle School; TEA 121, DeZavala Elementary School and TEA 194, Daggett Montessori. The work commenced on September 7, 2017, and was substantially completed on August 15, 2018, as inspected by the A/E firm, Schwarz Hanson Holdings. Reeder+Summit Joint Venture has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to Reeder+Summit Joint Venture will be in the not-to-exceed amount of \$219,979.65.

Original Contract Amount:	\$4,150,000.00	Original Contract Time:	253 Days
Previous Change Orders:	\$263,456.92	Days Added in Previous CO:	89 Days
Final Change Order:	(\$8,264.02)	Final Change Order Time:	89 Days
Final Contract Amount:	\$4,405,192.90	Final Contract Time:	342 Days
Previously Paid:	(\$4,184,933.26)		
Reduction to Retainage	(\$280.00)		
Final Payment Due:	\$219,979.65		

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of The Contract With Reeder+Summit Joint Venture For Bid Package 015 (RFCSP #17-004) And Authorization of Final Payment In The 2013 Capital Improvement Program.
2. Decline to Approve Closeout of The Contract With Reeder+Summit Joint Venture For Bid Package 015 (RFCSP #17-004) And Authorization of Final Payment In The 2013 Capital Improvement Program.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout of The Contract With Reeder+Summit Joint Venture For Bid Package 015 (RFCSP #17-004) And Authorization of Final Payment In The 2013 Capital Improvement Program.

FUNDING SOURCE

Additional Details

CIP 2013

681.00.2116.000.000.00.000.000000 - \$219,979.65

COST:

Not-To-Exceed \$219,979.65

VENDOR:

Reeder+Summit Joint Venture

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
TEA 042 Daggett Middle School
TEA 121 DeZavala Elementary School
TEA 194 Daggett Montessori

RATIONALE:

Reeder+Summit Joint Venture has completed all work as required per the terms of their construction contract. The work has been inspected by Schwarz Hanson Holdings and the project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

INFORMATION SOURCE:

Vicki Burris
Danielle Aery
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 11, 2018**

TOPIC: CLOSEOUT OF THE CONTRACT WITH DENNETT CONSTRUCTION FOR BID PACKAGE 017B (RFCSP #17-010) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On February 28, 2017, the Board of Education authorized CIP staff to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 017B (RFCSP 17-010). This Bid Package consisted of construction services at TEA 010, Paschal High School. The work commenced on June 8, 2017, and was substantially completed on March 27, 2018, as inspected by the A/E firm, Hahnfeld Hoffer Stanford. Dennett Construction has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to Dennett Construction will be in the not-to-exceed amount of \$51,078.24.

Original Contract Amount:	\$965,279.00	Original Contract Time:	180 Days
Previous Change Orders:	\$56,285.73	Days Added in Previous CO:	0 Days
Final Change Order:	(\$0)	Final Change Order Time:	0 Days
Final Contract Amount:	\$1,021,564.73	Final Contract Time:	335 Days
Previously Paid:	(\$970,486.49)		
Reduction to Retainage	(\$0)		
Final Payment Due:	\$51,078.24		

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of The Contract With Dennett Construction For Bid Package 017B (RFCSP #17-010) And Authorization of Final Payment In The 2013 Capital Improvement Program.
2. Decline to Approve Closeout of The Contract With Dennett Construction For Bid Package 017B (RFCSP #17-010) And Authorization of Final Payment In The 2013 Capital Improvement Program.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout of The Contract With Dennett Construction For Bid Package 017B (RFCSP #17-010) And Authorization of Final Payment In The 2013 Capital Improvement Program.

FUNDING SOURCE

Additional Details

CIP 2013

681.00.2116.000.000.00.000.000000 - \$51,078.24

COST:

Not-To-Exceed \$51,078.24.

VENDOR:

Dennett Construction

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
TEA 010 Paschal High School

RATIONALE:

Dennett Construction has completed all work as required per the terms of their construction contract. The work has been inspected by Hahnfeld Hoffer Stanford and the project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

INFORMATION SOURCE:

Vicki Burris
Danielle Aery
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 11, 2018**

TOPIC: CLOSEOUT OF THE CONTRACT WITH TEGRITY CONTRACTORS, INC. FOR BID PACKAGE 060 (RFCSP #17-008) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On November 15, 2015, the Board of Education authorized CIP staff to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 060 (RFCSP 17-008). This Bid Package consisted of construction services at TEA 006, Eastern Hills High School and TEA 836, Scarborough Handley Athletic Field. The work commenced on July 11, 2017, and was substantially completed on August 14, 2018, as inspected by the A/E firm, VLK Architects, Inc. Tegrity Contractors, Inc. has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to Tegrity Contractors, Inc will be in the not-to-exceed amount of \$116,920.99.

Original Contract Amount:	\$2,177,026.00	Original Contract Time:	169 Days
Previous Change Orders:	\$304,302.56	Days Added in Previous CO:	60 Days
Final Change Order:	(\$52,608.86)	Final Change Order Time:	60 Days
Final Contract Amount:	\$2,428,719.70	Final Contract Time:	229 Days
Previously Paid:	(\$2,307,283.71)		
Reduction to Retainage	(\$4,515.00)		
Final Payment Due:	\$116,920.99		

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of The Contract With Tegrity Contractors, Inc. For Bid Package 060 (RFCSP #17-008) And Authorization of Final Payment In The 2013 Capital Improvement Program.
2. Decline to Approve Closeout of The Contract With Tegrity Contractors, Inc. For Bid Package 060 (RFCSP #17-008) And Authorization of Final Payment In The 2013 Capital Improvement Program.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout of The Contract With Tegrity Contractors, Inc. For Bid Package 060 (RFCSP #17-008) And Authorization of Final Payment In The 2013 Capital Improvement Program.

FUNDING SOURCE

Additional Details

CIP 2013

681.00.2116.000.000.000000 - \$116,920.99

COST:

Not-To-Exceed \$116,920.99

VENDOR:

Tegrity Contractors, Inc.

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
TEA 006 Eastern Hills High School
TEA 836 Scarborough Handley Athletic Field

RATIONALE:

Tegrity Contractors, Inc. has completed all work as required per the terms of their construction contract. The work has been inspected by VLK Architects, Inc. and the project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

INFORMATION SOURCE:

Vicki Burris
Danielle Aery
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 11, 2018**

TOPIC: CLOSEOUT OF THE CONTRACT WITH REEDER+SUMMIT JOINT VENTURE FOR BID PACKAGE 065 (RFCSP #18-012) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On September 12, 2017, the Board of Education authorized CIP staff to negotiate and enter into contract with a General Contractor for the 2013 Capital Improvement Program Bid Package 065 (RFCSP 18/012). This Bid Package consisted of construction services at TEA 004, Diamond Hill Jarvis High School. The work commenced on November 28, 2017, and was substantially completed on August 1, 2018, as inspected by the A/E firm, VLK Architects, Inc. Reeder+Summit Joint Venture has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to Reeder+Summit Joint Venture will be in the not-to-exceed amount of \$132,690.41.

Original Contract Amount:	\$2,650,000.00	Original Contract Time:	205 Days
Previous Change Orders:	\$10,398.96	Days Added in Previous CO:	0 Days
Final Change Order:	(\$290.67)	Final Change Order Time:	0 Days
Final Contract Amount:	\$2,660,108.29	Final Contract Time:	245 Days
Previously Paid:	(\$2,527,102.88)		
Reduction to Retainage	(\$315.00)		
Final Payment Due:	\$132,690.41		

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of The Contract With Reeder+Summit Joint Venture For Bid Package 065 (RFCSP #18-012) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With Reeder+Summit Joint Venture For Bid Package 065 (RFCSP #18-012) And Authorization of Final Payment In The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout of The Contract With Reeder+Summit Joint Venture For Bid Package 065 (RFCSP #18-012) And Authorization of Final Payment In The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013

681.00.2116.000.000.000.000000 - \$132,690.41

COST:

Not-To-Exceed \$132,690.41

VENDOR:

Reeder+Summit Joint Venture

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
TEA 004 Diamond Hill Jarvis High School

RATIONALE:

Reeder+Summit Joint Venture has completed all work as required per the terms of their construction contract. The work has been inspected by VLK Architects, Inc. and the project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

INFORMATION SOURCE:

Vicki Burris
Danielle Aery
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 11, 2018**

TOPIC: CLOSEOUT OF THE CONTRACT WITH SUPREME FIXTURE COMPANY, INC. FOR BID PACKAGE KP 001 (RFCSP #16-041) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On January 12, 2016, the Board of Education authorized CIP staff to negotiate and enter into contract with a Kitchen Contractor for the 2013 Capital Improvement Program Bid Package KP 002 (RFCSP 16-041). This Kitchen Bid Package included TEA 001, Amon Carter Riverside HS; TEA 002, Arlington Heights HS; TEA 003, South Hills HS; TEA 004, Diamond Hill Jarvis HS; TEA 010, Paschal HS and TEA 015, Western Hills HS. The work commenced on June, 6, 2016 and was substantially completed on September 25, 2018, as inspected by the A/E firm, Fender Andrade Architects. Supreme Fixture Company, Inc. has submitted all of the required closeout documentation, which will be reviewed for completeness prior to final payment to the vendor.

The Final Payment to Supreme Fixture Company, Inc. will be in the not-to-exceed amount of \$58,731.30.

Original Contract Amount:	\$7,051,746.00	Original Contract Time:	841 Days
Previous Change Orders:	(\$382,541.16)	Days Added in Previous CO:	0 Days
Final Change Order:	(\$48,965.00)	Final Change Order Time:	0 Days
Final Contract Amount:	\$6,620,239.84	Final Contract Time:	841 Days
Previously Paid:	(\$6,561,508.54)		
Final Payment Due:	\$58,731.30		

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of The Contract With Supreme Fixture Company, Inc. For Kitchen Bid Package KP 001 (RFCSP #16-041) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With Supreme Fixture Company, Inc. For Kitchen Bid Package KP 001 (RFCSP #16-041) And Authorization of Final Payment In The 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout of The Contract With Supreme Fixture Company, Inc. For Kitchen Bid Package KP 001 (RFCSP #16-041) And Authorization of Final Payment In The 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013

681.00.2116.000.000.000.000000 - \$58,731.30

COST:

Not-To-Exceed \$58,731.30

VENDOR:

Supreme Fixture Company, Inc..

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
TEA 001 Amon Carter Riverside HS
TEA 002 Arlington Heights HS
TEA 003 South Hills HS
TEA 004 Diamond Hill Jarvis HS
TEA 010 Paschal HS
TEA 015 Western Hills HS

RATIONALE:

Supreme Fixture Company, Inc. has completed all work as required per the terms of their kitchen equipment contract, work has been inspected by Fender Andrade Architects and project has been accepted by the CIP Construction Manager. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Manager.

INFORMATION SOURCE:

Vicki Burris
Danielle Aery
Randy Cofer

**CONSENT AGENDA ITEM
BOARD MEETING
DECEMBER 11, 2018**

TOPIC: APPROVE BUDGET AMENDMENT AND BUDGET INCREASE FOR BID PACKAGE 066B ARLINGTON HEIGHTS HIGH SCHOOL (RFCSP 17-066) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On April 11, 2017 the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with Dennett Construction for the 2013 Capital Improvement Program Bid Package 066B (RFCSP #17-066). Negotiations with Dennett Construction were completed and a contract was issued and executed between the District and Dennett Construction for \$6,822,297.

Additional costs have been identified at TEA 002 Arlington Heights High School involving modifications to the following building components: additional structural support needed to carry the weight of new rooftop units, upgrades to mechanical, electrical and plumbing (MEP) systems, relocation of fire riser room, the redesign of fire suppression system and the addition of a handrail to an existing ramp for safety, and extended general condition fees for design correction and modifications delays. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$245,000 and the transfer of \$245,000 from Program Contingency to fund change order(s) for the items noted above.

Description	BOE Date	Current Budget	Changes	Revised Budget
Original Contract	04/11/17	\$6,542,297	-	\$6,542,297
Budget Decrease	11/14/17	\$6,542,297	(\$75,000)	\$6,467,297
Budget Amendment	05/08/18	\$6,467,297	\$125,000	\$6,592,297
Budget Amendment	06/12/18	\$6,592,297	\$230,000	\$6,822,297
Budget Amendment	12/11/18	\$6,822,297	\$245,000	\$7,067,297
Total:			\$600,000	

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment and Budget Increase for Bid Package 066B Arlington Heights High School (RFCSP 17-066) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Budget Increase for Bid Package 066B Arlington Heights High School (RFCSP 17-066) in the 2013 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment and Budget Increase for Bid Package 066B Arlington Heights High School (RFCSP 17-066) in the 2013 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2013

681-81-6628-B47-999-99-430-000000 - \$ 245,000

COST:

Not-To-Exceed \$245,000

VENDOR:

Dennett Construction

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
TEA 002 Arlington Heights High School

RATIONALE:

A budget amendment and budget increase is needed to fund change orders in a not-to-exceed amount of \$245,000 which cannot be covered with the available funds within the General Contractor's Agreement.

INFORMATION SOURCE:

Vicki Burris
Randy Cofer
Danielle Aery

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 11/13/18	BP 066B	Revised 12/11/18
001	Amon Carter - Riverside High School	\$ 11,381,062		\$ 11,381,062
002	Arlington Heights High School	\$ 9,087,306	\$245,000	\$ 9,332,306
003	South Hills High School	\$ 7,942,718		\$ 7,942,718
004	Diamond Hill-Jarvis High School	\$ 7,267,723		\$ 7,267,723
005	Dunbar High School	\$ 3,941,155		\$ 3,941,155
006	Eastern Hills High School	\$ 1,750,813		\$ 1,750,813
008	North Side High School	\$ 1,476,946		\$ 1,476,946
009	Polytechnic High School	\$ 6,902,915		\$ 6,902,915
010	Paschal High School	\$ 12,697,654		\$ 12,697,654
011	Trimble Technical High School	\$ 2,485,111		\$ 2,485,111
014	Southwest High School	\$ 2,082,991		\$ 2,082,991
015	Western Hills High School	\$ 6,151,656		\$ 6,151,656
016	O.D. Wyatt High School	\$ 2,542,657		\$ 2,542,657
018	Middle Level Learning Center	\$ 75,751		\$ 75,751
019	Metro Opportunity High School	\$ 101,948		\$ 101,948
026	Jo Kelly School	\$ 95,946		\$ 95,946
042	Daggett Middle School	\$ 201,461		\$ 201,461
043	Wedgwood Sixth Grade School	\$ 3,151,821		\$ 3,151,821
044	Elder Middle School	\$ 3,594,287		\$ 3,594,287
045	Forest Oak Middle School	\$ 583,633		\$ 583,633
047	Handley Middle School	\$ 167,409		\$ 167,409
048	William James Middle School	\$ 977,827		\$ 977,827
049	Kirkpatrick Middle School	\$ 2,751,266		\$ 2,751,266
050	McLean Middle School	\$ 4,935,663		\$ 4,935,663
051	Meacham Middle School	\$ 291,596		\$ 291,596
052	Meadowbrook Middle School	\$ 805,246		\$ 805,246
053	Monnig Middle School	\$ 223,334		\$ 223,334
054	Morningside Middle School	\$ 2,234,747		\$ 2,234,747
056	Riverside Middle School	\$ 193,511		\$ 193,511
057	Rosemont Middle School	\$ 471,521		\$ 471,521
058	W.C. Stripling Middle School	\$ 360,880		\$ 360,880
059	J. Martin Jacquet MS	\$ 391,817		\$ 391,817
060	Wedgwood Middle School	\$ 239,878		\$ 239,878
061	Leonard Middle School	\$ 324,701		\$ 324,701
062	International Newcomer Acad / Applied Learning Academy	\$ 303,092		\$ 303,092
063	Como Montessori School	\$ 2,495,445		\$ 2,495,445
064	Glencrest 6th Grade	\$ 2,621,877		\$ 2,621,877
067	Rosemont 6th Grade	\$ 2,195,607		\$ 2,195,607
069	McLean 6th Grade	\$ 4,562,826		\$ 4,562,826
070	Jean McClung Middle School	\$ 125,849		\$ 125,849
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 8,804,009		\$ 8,804,009
081	Young Women's Leadership Academy	\$ 3,282,820		\$ 3,282,820
082	Texas Academy of Biomedical Sciences	\$ 194,101		\$ 194,101

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 11/13/18	BP 066B	Revised 12/11/18
083	Young Men's Leadership Academy	\$ 5,564,231		\$ 5,564,231
084	World Language Academy	\$ 3,895		\$ 3,895
087	VPA/STEM	\$ 54,193,571		\$ 54,193,571
101	Alice Carlson Applied Learning Center	\$ 122,520		\$ 122,520
103	Benbrook Elementary School	\$ 2,628,356		\$ 2,628,356
104	Boulevard Heights Elementary School	\$ 462,801		\$ 462,801
105	West Handley Elementary School	\$ 6,204,038		\$ 6,204,038
107	Burton Hill Elementary School	\$ 120,755		\$ 120,755
110	Carroll Peak Elementary School	\$ 71,310		\$ 71,310
111	Carter Park Elementary School	\$ 2,197,638		\$ 2,197,638
114	Manuel Jara Elementary School	\$ 111,064		\$ 111,064
115	George C. Clarke Elementary School	\$ 1,714,841		\$ 1,714,841
116	Lily B. Clayton Elementary School	\$ 152,911		\$ 152,911
117	Como Elementary School	\$ 178,666		\$ 178,666
118	Hazel Harvey Peace Elementary School	\$ 80,060		\$ 80,060
119	E.M. Daggett Elementary School	\$ 3,070,209		\$ 3,070,209
120	Rufino Mendoza Elementary School	\$ 2,382,193		\$ 2,382,193
121	DeZavala Elementary School	\$ 3,833,265		\$ 3,833,265
122	Diamond Hill Elementary School	\$ 1,761,223		\$ 1,761,223
123	S.S. Dillow Elementary School	\$ 208,715		\$ 208,715
124	Maude I. Logan Elementary School	\$ 256,898		\$ 256,898
125	Eastern Hills Elementary School	\$ 191,230		\$ 191,230
126	East Handley Elementary School	\$ 2,375,315		\$ 2,375,315
127	Christene C. Moss Elementary School	\$ 1,876,709		\$ 1,876,709
129	John T. White Elementary School	\$ 84,752		\$ 84,752
130	Harlean Beal Elementary School	\$ 203,876		\$ 203,876
131	Rosemont Elementary School	\$ 87,811		\$ 87,811
132	Glen Park Elementary School	\$ 1,660,478		\$ 1,660,478
133	W. M. Green Elementary School	\$ 4,668,103		\$ 4,668,103
134	Greenbriar Elementary School	\$ 1,868,256		\$ 1,868,256
135	Van Zandt-Guinn Elementary School	\$ 104,439		\$ 104,439
137	Hubbard Heights Elementary School	\$ 123,636		\$ 123,636
138	H.V. Helbing Elementary	\$ 392,315		\$ 392,315
139	Milton L. Kirkpatrick Elementary School	\$ 1,911,589		\$ 1,911,589
141	Meadowbrook Elementary	\$ 109,351		\$ 109,351
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,573,360		\$ 2,573,360
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,399,982		\$ 2,399,982
149	North Hi Mount Elementary School	\$ 113,634		\$ 113,634
150	Oakhurst Elementary School	\$ 167,118		\$ 167,118
151	Natha Howell Elementary School	\$ 133,801		\$ 133,801

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 11/13/18	BP 066B	Revised 12/11/18
152	Oaklawn Elementary School	\$ 221,420		\$ 221,420
153	A.M. Pate Elementary School	\$ 151,508		\$ 151,508
154	M.L. Phillips Elementary School	\$ 159,223		\$ 159,223
156	Ridglea Hills Elementary School	\$ 2,233,018		\$ 2,233,018
157	Luella Merrett Elementary School	\$ 3,140,550		\$ 3,140,550
159	Versia L. Williams Elementary School	\$ 2,846,931		\$ 2,846,931
160	Maudrie M. Walton Elementary School	\$ 140,621		\$ 140,621
161	Sam Rosen Elementary School	\$ 1,903,596		\$ 1,903,596
162	Sagamore Hill Elementary School	\$ 206,625		\$ 206,625
163	Bruce Shulkey Elementary School	\$ 560,493		\$ 560,493
165	R.J. Wilson Elementary School	\$ 1,405,234		\$ 1,405,234
166	South Hi Mount Elementary School	\$ 217,889		\$ 217,889
167	South Hills Elementary School	\$ 133,323		\$ 133,323
168	Springdale Elementary School	\$ 3,426,828		\$ 3,426,828
169	Sunrise-McMillan Elementary School	\$ 2,431,493		\$ 2,431,493
171	Tanglewood Elementary School	\$ 7,228,771		\$ 7,228,771
172	W.J. Turner Elementary School	\$ 206,046		\$ 206,046
175	Washington Heights Elementary School (New)	\$ 13,608,364		\$ 13,608,364
176	Waverly Park Elementary School	\$ 296,679		\$ 296,679
177	Westcliff Elementary School	\$ 128,595		\$ 128,595
178	Westcreek Elementary School	\$ 529,748		\$ 529,748
180	Western Hills Elementary School	\$ 4,579,743		\$ 4,579,743
184	Worth Heights Elementary School	\$ 176,275		\$ 176,275
186	David K. Sellars Elementary School	\$ 4,494,411		\$ 4,494,411
187	J.T. Stevens Elementary School	\$ 181,599		\$ 181,599
188	Atwood McDonald Elementary School	\$ 2,292,271		\$ 2,292,271
190	Riverside Applied Learning Center	\$ 115,415		\$ 115,415
194	Daggett Montessori	\$ 301,897		\$ 301,897
206	Bill Elliott Elementary School	\$ 112,414		\$ 112,414
208	T.A. Sims Elementary School	\$ 81,784		\$ 81,784
209	Edward J. Briscoe Elementary	\$ 1,543,184		\$ 1,543,184
216	Woodway Elementary School	\$ 137,810		\$ 137,810
217	I.M. Terrell Elementary School	\$ 6,001,478		\$ 6,001,478
219	Lowery Road Elementary School	\$ 1,583,669		\$ 1,583,669
220	Alice Contreras Elementary School	\$ 376,647		\$ 376,647
221	Western Hills Primary	\$ 306,763		\$ 306,763
222	L. Clifford Davis Elementary School	\$ 131,996		\$ 131,996
223	Cesar Chavez Primary	\$ 267,096		\$ 267,096
224	M. G. Ellis Primary	\$ 124,486		\$ 124,486
225	Bonnie Brae Elementary School	\$ 181,382		\$ 181,382
226	Seminary Hills Park Elementary School	\$ 176,145		\$ 176,145
227	Dolores Huerta Elementary School	\$ 18,991,232		\$ 18,991,232
241	Westpark Elementary School (New)	\$ 12,277,573		\$ 12,277,573

SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 11/13/18	BP 066B	Revised 12/11/18
259	Van Zandt-Guinn Elementary School	\$ 16,043		\$ 16,043
350	Adult Education Center	\$ 164,282		\$ 164,282
834	Wilkerson-Greines Athletic Fields	\$ 155,855		\$ 155,855
835	Farrington Athletic Field	\$ 1,673,826		\$ 1,673,826
836	Scarborough-Handley Athletic Field	\$ 2,180,560		\$ 2,180,560
BP 028	Final amounts per school to be finalized upon contract execution	\$ 362,217,788		\$ 362,217,788
000	Reimbursement to General Fund for Purchase of YWLA	\$ 30,000,000		\$ 30,000,000
B44	Other Program Costs	\$ 492,208,623		\$ 492,208,623
999	Indirect Cost Redistribution - Prop 1	\$ 21,708,509		\$ 21,708,509
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ -		\$ -
B45	Construction Escalation Allowance - Prop 2	\$ 102,992		\$ 102,992
B47	Owner's Program Contingency - Prop 1	\$ 3,528,837	(\$245,000)	\$ 3,283,837
B47	Owner's Program Contingency - Prop 2	\$ -		\$ -
0CP	Contingency from Scope Adjustments	\$ -		\$ -
0FC	Funds Associated with Additions to be Built at Other Campuses	\$ -		\$ -
CSA	Contingency Set Aside for Additional Indirect Costs	\$ -		\$ -
ADA	ADA Compliance Contingency	\$ 11,259		\$ 11,259
FFE	FF&E Contingency	\$ 154,724		\$ 154,724
TEC	Contingency Transfer from Technology	\$ 397,292		\$ 397,292
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		\$ 362,217,788	\$ -	\$ 362,217,788
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	2013 CIP Grand Total	\$ 492,208,623		\$ 492,208,623

**CONSENT AGENDA ITEM
BOARD MEETING
December 11, 2018**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR TEA NO. 176 WAVERLY PARK ELEMENTARY SCHOOL RENOVATION CSP #19-034 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the District issued a Request for Competitive Sealed Proposals (CSP 19-034) with the following schedule of events:

Event	Date
CSP Issued	October 29, 2018
Pre-Proposal Meeting	November 5, 2018
Deadline for Submission of Questions	November 8, 2018
Proposals Due	November 15, 2018
Evaluation Meeting	November 21, 2018

On November 15, 2018, the District received six (6) CSPs from firms in response to the solicitation. Five (5) of the CSPs submitted were deemed responsive and compliant with the CSP requirements. On November 21, 2018 the five proposals were evaluated and ranked as follows:

- 1) RJM Contractors, Inc.
- 2) Mac’s Construction Company, Inc.
- 3) Tegrity Contractors, Inc.
- 4) Big Sky / T&J JV
- 5) Northridge Construction Group, LLC

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.

The scope of work includes cafeteria and auditorium renovation.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract With A General Contractor For TEA No. 176 Waverly Park Elementary School Renovation CSP #19-034 In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A General Contractor For TEA No. 176 Waverly Park Elementary School Renovation CSP #19-034 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 General Contractor For TEA No. 176 Waverly Park Elementary School Renovation CSP #19-034 In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017	671-81-6629-B39-176-99-000-176011 - \$1,566,413.00 671-81-6629-B40-176-99-000-176011 - \$78,321.00
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COST:

Not to Exceed \$1,644,734.00

VENDOR:

- 1) RJM Contractors, Inc.
- 2) Mac’s Construction Company, Inc.
- 3) Tegrity Contractors, Inc.
- 4) Big Sky / T&J* JV
- 5) Northridge Construction Group, LLC

*Denotes HUB Firm

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-034

Number of Bid/Proposals Received: 6

Number of Compliant Bid/Proposals Received: 5

Joint Venture Firms: 1

HUB Firms: 1 (Part of JV)

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 #176 Waverly Park Elementary School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected competitive sealed proposals 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
December 11, 2018**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR TEA NO. 008 NORTH SIDE HIGH SCHOOL ATHLETIC RENOVATION CSP #19-036 IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

As a result of the 2017 Bond Election, the District issued a Request for Competitive Sealed Proposals (CSP 19-036) with the following schedule of events:

Event	Date
CSP Issued	October 22, 2018
Pre-Proposal Meeting	October 31, 2018
Deadline for Submission of Questions	November 1, 2018
Proposals Due	November 8, 2018
Evaluation Meeting	November 14, 2018

On November 8, 2018, the District received 10 CSPs from firms in response to the solicitation. Nine (9) of the CSPs submitted were deemed responsive and compliant with the CSP requirements. On November 14, 2018 the nine proposals were evaluated and ranked as follows:

- 1) RLM Earthco
- 2) Big Sky / T&J JV
- 3) CZOT – MGS LLC
- 4) Morales Construction Services, Inc.
- 5) MDI, Inc. General Contractors
- 6) Hellas Construction, Inc.
- 7) 308 Construction
- 8) Tegrity Construction
- 9) AUI Partners LLC

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.

The scope of work includes regrading; new sod and irrigation at the baseball and softball fields; new baseball batting cage and renovation of the existing batting cages; installation of accessible paths at the baseball, softball and football fields; and new bleacher seating.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Enter Into A Contract With A General Contractor For TEA No. 008 North Side High School Athletic Renovation CSP #19-036 In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Authorization To Enter Into A Contract With A General Contractor For TEA No. 008 North Side High School Athletic Renovation CSP #19-036 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 General Contractor For TEA No. 008 North Side High School Athletic Renovation CSP #19-036 In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE

Additional Details

CIP 2017

671-81-6629-B39-008-99-000-008011 - \$715,500.00

671-81-6629-B40-008-99-000-008011 - \$35,775.00

COST:

NTE \$751,275.00

VENDOR:

- 1) RLM Earthco
- 2) Big Sky / T&J* JV
- 3) CZOT* – MGS* LLC
- 4) Morales Construction Services, Inc.*
- 5) MDI, Inc. General Contractors
- 6) Hellas Construction, Inc.
- 7) 308 Construction
- 8) Tegrity Construction*
- 9) AUI Partners LLC

*Denotes HUB Firm

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 19-036

Number of Bid/Proposals Received: 10

Number of Compliant Bid/Proposals Received: 9

Joint Venture Firms: 2

HUB Firms: 4

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 #008 North Side High School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected competitive sealed proposals 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