

*Board of Education  
Regular Meeting  
April 10, 2018*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on April 10, 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 OPTIONAL FLEXIBLE SCHOOL DAY FOR EARLY COLLEGE HIGH SCHOOL STUDENTS**
3. **PUBLIC COMMENT ON THE PUBLIC HEARING TO DISCUSS THE OPTIONAL FLEXIBLE SCHOOL DAY FOR EARLY COLLEGE HIGH SCHOOL STUDENTS**
4. **CLOSE PUBLIC HEARING**
5. **PLEDGES** - Carter Park Elementary School and Leadership Academy at Maude I.  
Logan Elementary School
6. **RECOGNITIONS**
  - A. Recognition of Students Performing and Greeting Prior to the Meeting
  - B. Parent Recognition - Arlington Heights High School
7. **LONE STAR GOVERNANCE**
  - A. Update on A-F Accountability
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.)

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2. Approve Replacement of HVAC Rooftop Package Units at 15 Schools	27
3. Approve Replacement of HVAC Air Handlers at Handley Middle School and North Hi Mount Elementary School	63
4. Approve Energy Management System (EMS) Upgrades at Five Schools	74
5. Approve Purchase of Pre-K and Kindergarten Supplemental Materials for Spanish Instruction	87
6. Approve Purchase of 3rd and 4th Grade Materials for Spanish Instruction	94
7. Approve the Purchase of TV Advertisements for Specialized Recruitment (Bilingual) Campaign with UNV Texas, LP-KUVN	99
8. Approve Ratification of Costs for Elevator Repair at Dunbar High School	108
9. Approve Commodity Processing and Commercial Purchasing Through Interagency Agreement Between Fort Worth ISD and Region 10 Multi-Regional Cooperative to Purchase Products for the 2018-2019 National School Lunch Program	118
C. Approval to Join Region One ESC General Interlocal Membership Agreement	139
D. Approval of Budget Amendment for the Period Ended March 31, 2018	147
E. Approval of Updated Interlocal Cooperation Agreement for Operation of School-Based Health Center Between Tarrant County Hospital District, D/B/A/ JPS Health Network and Fort Worth ISD (to Provide Services at: Eastern Hills Elementary School, Forest Oak Middle School, J.P. Elder Middle School, Southside, and Western Hills Primary)	153
F. Approve Everfi, Inc. and the Fort Worth ISD Memorandum of Understanding Agreement	167
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H. Approve the Proposed Board of Education Meeting Dates for the 2018-2019 School Year	192
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J. Approve Budget Amendment and Budget Increase for Bid Package 018 (RFP 15-036) in the 2013 Capital Improvement Program	201

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O. Closeout of the Contract with Turner Construction Company for Bid Package 011 (RFCSP #15-036) and Authorization of Final Payment in the 2013 Capital Improvement Program	228
P. Closeout of the Contract with Turner Construction Company for Bid Package 019 GMP 2 (RFCSP #15-036) and Authorization of Final Payment in the 2013 Capital Improvement Program	231
Q. Authorization to Continue the Escrow Account with the City of Fort Worth, Texas, to Pay Fees for the 2017 Capital Improvement Program	234
R. Acceptance of Single Source Purchases from Cities, Municipal Water Departments, and Utility Companies for the 2017 Capital Improvement Program	237
S. Adoption of the City of Fort Worth Building Construction Prevailing Wage Rates Scale for the 2017 Capital Improvement Program	240

**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 (Section 551.071)
- B. Personnel Matters (Section 551.074)
  - 1. Consider and Discuss Proposed Nonrenewal of Chapter 21 Term Contract Employee(s)
  - 2. Consider and Discuss Proposed Termination of Chapter 21 Probationary Contract Employee(s)
  - 3. Approval of District Teaching Permit for Non-Core CTE Courses
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 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. Discuss and Propose Nonrenewal of Chapter 21 Term Contract Employee(s)
- B. Discuss and Propose Termination of Chapter 21 Probationary Contract Employee(s)
- C. Authorize Superintendent to Negotiate and Execute Agreement with City of Benbrook for Sublease Partnership for Softball Field for Benbrook Middle-High School 244
- D. Approve the Early College High School (ECHS) Calendar for the 2018-2019 School Year 247
- E. Approve Resolution Honoring the Lives and Legacies of César E. Chávez and Dolores C. Huerta 250
- F. Consider the Level III Grievance of Glenn Forbes (convene in closed session, if necessary)
  - 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)

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

**19. ADJOURN**

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 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 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 Texas Code chapter 551 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:**

Sammy Monge

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on February 27, 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 February 22, 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 February 22, 2018 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

#### RETURN OF THE MEETING FEBRUARY 27, 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 February 22, 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 February 22, 2018.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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

President Jackson called the meeting to order at 5:32 p.m.

Mrs. Jackson announced Dr. T. A. Sims and Judy Needham were not present due to illness.

The following Board Members were present:

Tobi Jackson  
Anael Luebanos  
Christene Moss  
Ashley Paz  
Jacinto Ramos  
Norman Robbins  
Ann Sutherland

Absent: Judy Needham  
T.A. Sims

The following administrators were present:

Dr. Kent Scribner, Superintendent  
Sherry Breed, Chief of Equity & Excellence  
Vicki Burris, Chief of Capital Projects/Capital Improvement Program  
Charles Carroll, Chief Academic Officer  
Art Cavazos, Chief of District Operations  
Karen Molinar, Chief of Elementary Schools

Sammy Monge, Chief of Policy & Planning  
Cynthia Rincon, Chief of Human Capital Management  
Elsie Schiro, Chief of Business & Finance  
Cherie Washington, Chief of Secondary Schools  
Barbara Griffith, Senior Communications Officer  
Clint Bond, Executive Director of External & Emergency Communications  
Ramona Soto, General Counsel

2. PLEDGES - Meadowbrook Elementary School

Following the pledges, Principal Terri McGuire introduced students and recognized parents.

3. RECOGNITIONS

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

The Army JROTC unit at O. D. Wyatt High School who were the greeters this evening, were introduced.

B. Kappa Alpha Psi

Kappa Alpha Psi Fraternity representatives spoke about assisting the homeless. They partnered with Bethlehem Community Center to give out canned goods, with the participation of 33 schools.

Three schools were recognized with a Diamond Volunteer Award: Young Women's Leadership Academy, Martin Jacquet Middle School and David K. Sellars. In the absence of the principal of Martin Jacquet Middle School, Mrs. Christene Moss accepted on their behalf.

A short recess was called so guests could depart.

4. LONE STAR GOVERNANCE

A. Goal Progress Measure

Dr. Scribner made opening remarks and turned the presentation over to Charles Carroll. Mr. Carroll introduced the group assisting with presenting and referred to Sara Arispe to begin the presentation.

5. PUBLIC COMMENT

Speakers:

ShaVonne Davis

Cynthia Banks McKinney

Steven Poole

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

The meeting was recessed at 6:17 p.m. and reconvened at 6:22 p.m.

7. DISCUSSION OF AGENDA ITEMS

Mrs. Jackson read a statement prior to discussion of Agenda Items.

Dr. Sutherland had questions regarding items 8.3, 8.4 and 8.5, regarding advertisement for Pre-K campaign. Barbara Griffith addressed her questions.

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

- A. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
  - 1. Approve School Readiness Consulting, LLC. for Pre-K Partnership Grant
  - 2. Approve Renewal of Microsoft Enrollment for Education Solutions (EES) Program
  - 3. Approve the Purchase of TV Advertisement for the Prekindergarten Campaign with Station Venture Operations, L.P.
  - 4. Approve the Purchase of TV Advertisement for the Prekindergarten Campaign with NBC Universal LLC
  - 5. Approve the Purchase of TV Advertisement for the Prekindergarten Campaign with UVN Texas, LP-KUVN
- B. Approve the Sale of Tax Foreclosed Properties
- C. Approve Budget Amendment for Bid Package 066A (RFCSP 17-066) in the 2013 Capital Improvement Program
- D. Approve Budget Increase for Bid Package 017 (RFP 15-036) in the 2013 Capital Improvement Program
- E. Ratification of Plat at TEA 054 Morningside Middle School for the 2013 Capital Improvement Program
- F. Approve Reimbursement Resolution Authorizing Administration to Pay Capital Expenditures for the 2017 CIP Prior to the Receipt of Bond Proceeds

- G. Approve Memorandum of Understanding with the City of Fort Worth for Hurricane Harvey Sheltering Funding
- H. Approval of Minutes of the October 16, 2017 Citizens' Oversight Committee Meeting
- I. Approve the Minutes for the October 23, 2017, November 13, 2017, December 5, 2017 and December 19, 2017 Racial Equity Committee Meetings

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

The meeting was recessed at 6:25 p.m.

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

- A. Seek the Advice of Attorneys (Section 551.071)
- B. Personnel Matters (Section 551.074)
- C. Security Implementation (Section 551.076)
- D. Real Property (Section 551.072)

11. RECONVENE IN REGULAR SESSION - BOARD ROOM

12. ACCEPT CONSENT AGENDA

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

The motion was unanimously approved.

13. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda
- B. Personnel

14. ACTION AGENDA ITEMS

- A. Approve Waiver of Petition Requirements for Board Policy CW (LOCAL) and

Approve Naming of Classroom at Edward J. Briscoe Elementary After Glory Griggs

Motion was made by Jacinto Ramos, seconded by Anael Luebanos, to approve Waiver of Petition Requirements for Board Policy CW (LOCAL) and Approve Naming of Classroom at Edward J. Briscoe Elementary After Glory Griggs.

The motion was unanimously approved.

B. Approve Updated FWISD Board Committee Chart

Motion was made by Christene Moss, seconded by Anael Luebanos, to approve Updated FWISD Board Committee Chart.

The motion was unanimously approved.

C. Consider the Adoption of an Order Authorizing the Issuance of Unlimited Tax School Building Bonds: Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Said Bonds: Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Said Bonds: Establishing Procedures for the Sale and Delivery of the Bonds, Including the Approval and Execution of a Purchase Contract and the Approval and Distribution of a Preliminary Official Statement and an Official Statement: and Delegating Matters Relating to the Sale, Issuance and Delivery of the Bonds to an Authorized District Officer

Mrs. Moss stated we have had the same financial advisors throughout the years and requested we go out for new advisors, bond underwriters and counsel. Mrs. Schiro stated qualified firms will be presented to the Board at the March 20th meeting.

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve to Consider the Adoption of an Order Authorizing the Issuance of Unlimited Tax School Building Bonds: Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Said Bonds: Resolving Other Matters Incident and Related to the Issuance, Sale, Payment, and Delivery of Said Bonds: Establishing Procedures for the Sale and Delivery of the Bonds, Including the Approval and Execution of a Purchase Contract and the Approval and Distribution of a Preliminary Official Statement and an Official Statement: and Delegating Matters Relating to the Sale, Issuance and Delivery of the Bonds to an Authorized District Officer.

The motion was unanimously approved.

D. Approval to Select the Citizens' Oversight Committee (COC) Members for the 2017 Capital Improvement Program

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve to Select the Citizens' Oversight Committee (COC) Members for the 2017 Capital Improvement Program.

The motion was unanimously approved.

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

Jacinto Ramos just returned from MASBA Conference and looks forward to going and supporting Mrs. Moss at the Texas Caucus in March. Northside High School football team went to read to the younger children recently.

Moss attended TABSE conference and FWISD had presenters represented. Excellent comments about how we are implementing programs her in the district. Over 60 people from Fort Worth attended.

Mrs. Moss thanked Lockheed Martin for their Black History Program. Their mentoring program at Christene Moss Elementary was recognized and thanked them for supporting public education.

She invited individuals to attend the Grass Roots Meeting through ESC Region 11. Legislative priorities will be determined during this meeting.

Anael Luebanos attended the MASBA Conference. FWISD received an award from MASBA for all the work we do, and presented it to Dr. Scribner.

16. ADJOURN

The meeting was adjourned at 7:32 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>

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on March 20, 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 March 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 March 8, 2018 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

#### RETURN OF THE MEETING MARCH 20, 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 March 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 March 8, 2018.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

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

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

The following Board Members were present:

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

Absent: Judy Needham  
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  
Charles Carroll, Chief Academic Officer  
Art Cavazos, Chief of District Operations  
Karen Molinar, Chief of Elementary Schools  
Sammy Monge, Chief of Policy & Planning  
Cynthia Rincon, Chief of Human Capital Management



Elsie Schiro, Chief of Business & Finance  
Cherie Washington, Chief of Secondary Schools  
Barbara Griffith, Senior Communications Officer  
Clint Bond, Executive Director of External & Emergency Communications  
Ramona Soto, General Counsel

2. PLEDGES - East Handley Elementary School

Students led in the pledges and Principal Alleia Hobbs introduced students and recognized parents and staff in attendance.

3. RECOGNITIONS

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

Greeters were Army ROTC unit from Eastern Hills High School.

B. Parent Recognition from Riverside Middle School

Mr. Bond introduced Mr. Nesvacil, volunteer at Riverside Middle School. He was presented a certificate of appreciation.

C. Applied Learning Academy Students

A video was shown regarding students working with the City to provide a crosswalk to so students can safely cross Camp Bowie Boulevard to access the park and the Fort worth T bus stop.

A short recess was called for students to leave as they so choose.

4. REPORTS/PRESENTATIONS

A. 2017-2018 Budget Update and 2018-2019 Budget Development Update

Mrs. Schiro and Lori Boswell gave this presentation.

5. LONE STAR GOVERNANCE

A. District Initiative Update

Dr. Scribner gave opening comments and gave this presentation, Our Next Chapter. At the conclusion of the presentation, a 5 minute video was shown.

6. PUBLIC COMMENT

Speakers: Dr. Carla Morton Janie Ginn

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

The meeting was recessed at 6:36 p.m.

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

The meeting was reconvened at 6:39 p.m.

8. DISCUSSION OF AGENDA ITEMS

Mrs. Jackson read a statement before discussion.

Mrs. Moss asked for explanation of Item 9.C., MOU regarding HIV prevention. Tracy Marshall, Mike Steinert and Mr. Charles Carroll addressed her questions.

Mr. Robbins requested Item 9.B.1. regarding firms for legal services, be moved to action.

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

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

A. Seek the Advice of Attorneys (Section 551.071)

B. Personnel Matters (Section 551.074)

1. Discuss and Consider District Teaching Permit for Non-Core CTE Courses

C. Security Implementation (Section 551.076)

D. Real Property (Section 551.072)

12. RECONVENE IN REGULAR SESSION - BOARD ROOM

13. ACCEPT CONSENT AGENDA

Motion was made by T.A. Sims, seconded by Christene Moss, to approve CONSENT AGENDA WITH THE EXCEPTION OF ITEM 9.B.1., WHICH WAS MOVED TO ACTION.

The motion was unanimously approved.

14. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda
  - B. Personnel
9. 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. February 13, 2018 - Regular Meeting
  - B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
    - 1. Approve the Qualification of all Firms for Legal Services

Motion was made by Norman Robbins, seconded by Christene Moss, to approve the Qualification of all Firms for Legal Services .

The motion was unanimously approved.
    - 2. Approve the Purchase of a Modular Building
    - 3. Approve Lakeshore Purchase for Partnership Grant
    - 4. Approve the Purchase of 22 School Buses and Six Suburbans
  - C. Approve Memorandum of Understanding between Fort Worth ISD and Tarrant County Commissioners Court for Application for Centers for Disease Control and Prevention Grant Promoting Adolescent Health Through School-Based HIV Prevention
  - D. Approve the Memorandum of Understanding Between the City of Fort Worth and Fort Worth Independent School District Regarding Surveillance Systems
  - E. Approve Budget Amendment and Budget Increase for Bid Package 015 (RFCSP #17-004) in the 2013 Capital Improvement Program
  - F. Approve Budget Increase for Bid Package 001B (RFP 16-013) in the 2013 Capital Improvement Program

- G. Approve Budget Increase for Bid Package 018 (RFP 15-036) in the 2013 Capital Improvement Program
- H. Closeout of the Contract with Reeder/Icon, LLC for Bid Package 040 (RFCSP #15-038) and Authorization of Final Payment in the 2013 Capital Improvement Program
- I. Approval of Budget Amendment for the Period Ended February 28, 2018

15. ACTION AGENDA ITEMS

A. Take Action on District Teaching Permit for Non-Core CTE Courses

Motion was made by T.A. Sims, seconded by Anael Luebanos, to approve District Teaching Permit for Non-Core CTE Courses.

The motion was unanimously approved.

B. Approve Contract with School Empowerment Network for the Transformation Zone Planning Grant

Motion was made by Ashley Paz, seconded by Anael Luebanos, to approve Contract with School Empowerment Network for the Transformation Zone Planning Grant.

The motion was unanimously approved.

C. Election of Education Service Center Region 11 Board of Directors

Motion was made by Christene Moss, seconded by Ashley Paz, to approve Denise Kahn for Place 7 on the Ballot for Election of Education Service Center Region 11 Board of Directors.

The motion was unanimously approved.

D. Approve the Alice Carlson and Jo Kelly Calendars for the 2018-2019 School Year

Motion was made by Christene Moss, seconded by Anael Luebanos, to approve the Alice Carlson and Jo Kelly Calendars for the 2018-2019 School Year.

The motion was unanimously approved.

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

There were no comments.

17. ADJOURN

The meeting was adjourned at 7:30 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  
April 10, 2018**

**TOPIC: APPROVE PURCHASE OF SECONDARY HEALTH EDUCATION MATERIALS**

**BACKGROUND:**

With support from FWISD's cooperative agreement with the Centers for Disease Control (CDC) the District has adopted HealthSmart Education materials for use in the High School and 6<sup>th</sup> grade health courses. This material was recommended by the School Health Advisory Council (SHAC) and approved by the School Board on May 13<sup>th</sup> 2015. This purchase will be made using both CDC funds and local Health and PE funds. The Youth Risk Behavior Survey was administered in the Spring of 2015 and the Spring of 2017 to a representative sample of all FWISD high school students. The data from the surveys support that FWISD students need the knowledge and skills to make healthy choices. The District's written health education curriculum uses HealthSmart materials and is a part of the funding agreement with the CDC which supports education in the main areas of risky behaviors captured in the survey:

- Emotional and mental health
- Violence and injury prevention
- Tobacco, alcohol and other drug prevention
- Nutrition and physical activity
- Abstinence, personal and sexual health

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Purchase of Secondary Health Education Materials
2. Decline to Approve Purchase of Secondary Health Education Materials
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Secondary Health Education Materials

**FUNDING SOURCE**

***Additional Details***

General Fund	199-11-6399-024-xxx -11-142-000000	\$135,587
Special Revenue	289-11-6399-024-xxx-11-142-000000-18105	\$77,263

**COST:**

\$212,850

**VENDOR:**

ETR Associates

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal Statistics**

Bid Number: 15-129-B

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. 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**

FWISD high school students are required to take a semester of health education and 6<sup>th</sup> grade students are each required to take a semester of middle school health education. The projected number of students to be impacted during the 2018-2019 school year is 14,000 students.

**RATIONALE:**

It is necessary to continue to provide students with health education materials that will support them to gain the knowledge and skills necessary for them to make healthy decisions with the approval of the CDC. FWISD has adopted HealthSmart materials for use in secondary health curriculum. These materials are up-to-date, relevant to students, and support student-centered learning. The materials to be purchased are aligned with current best practices for health instruction and include opportunities for students to practice analyzing influences, accessing valid information, communicating effectively, making good decisions, setting goals and practicing healthy behaviors.

**INFORMATION SOURCE:**

Charles Carroll  
Khechara Bradford  
Georgi Roberts  
Brooke Sharples





Please Remit Payment To:  
 ETR Associates, Inc.  
 100 Enterprise Way, Ste G300  
 Scotts Valley, CA 95066  
 (831) 438-4060  
 FED ID# 94-2760764

**SALES QUOTE**

Sales Quote Number: Q30956

Sales Quote Date: 02/27/18

Page: 1

**Sold**  
 To: FT WORTH ISD  
 Georgi Roberts  
 100 N University Dr Ste 241A  
 Fort Worth, TX 76107  
 UNITED STATES

**Ship**  
 To: FT WORTH ISD  
 Georgi Roberts  
 100 N University Dr Ste 241A  
 Fort Worth, TX 76107  
 UNITED STATES

Ship Via UPS Ground  
 Ship Date 02/27/18  
 Terms Net 30 days

Customer ID 22991  
 P.O. Number BROOKE S. REQUEST  
 P.O. Date 02/27/18

Item No.	Description	Quantity	Unit Price	Total Price
H823-18	HSMT HS SW&J SET, 1 EA OF 6	6,000	18.00	108,000.00
	Shipping & Handling	1	8,100.00	8,100.00
			0.00	
	Custom Wkbk w/Sdnt Activ+Journal		0.00	

Amount Subject to  
 Sales Tax  
 0.00

Amount Exempt  
 from Sales Tax  
 116,100.00

Subtotal: 116,100.00  
 Invoice Discount: 0.00  
 Sales Tax: 0.00

Total: 116,100.00

**PLEASE RETURN COPY OF QUOTE WITH ORDER**

Remittance must be drawn in U.S.\$, drawn on a U.S. Bank.

Prices good for 90 days

Shipping and Handling will be charged on all orders.

If for any reason you are not completely satisfied with any product you buy from us, simply return it within 30 days of receipt, and we will promptly refund the purchase price. HealthSmart may be subject to a 25% restocking fee.



Please Remit Payment To:  
 ETR Associates, Inc.  
 100 Enterprise Way, Ste G300  
 Scotts Valley, CA 95066  
 (831) 438-4060  
 FED ID# 94-2760764

SALES QUOTE

Sales Quote Number: Q30853

Sales Quote Date: 02/27/18

Page: 1

Sold  
 To: FT WORTH ISD  
 Georgi Roberts  
 100 N University Dr Ste 241A  
 Fort Worth, TX 76107  
 UNITED STATES

Ship  
 To: FT WORTH ISD  
 Georgi Roberts  
 100 N University Dr Ste 241A  
 Fort Worth, TX 76107  
 UNITED STATES

Ship Via UPS Ground  
 Ship Date 02/27/18  
 Terms Net 30 days

Customer ID 22991  
 P.O. Number  
 P.O. Date 02/27/18

Item No.	Description	Quantity	Unit Price	Total Price
H816-16-FW	HSMT MS SW&J FW SET, 1 EA OF 5	6,000	15.00	90,000.00
	Shipping & Handling	1	6,750.00	6,750.00
			0.00	
	Custom Wkbk Student Activ+Journal		0.00	

Amount Subject to Sales Tax	0.00	Amount Exempt from Sales Tax	96,750.00	Subtotal:	96,750.00
				Invoice Discount:	0.00
				Sales Tax:	0.00
				Total:	96,750.00

PLEASE RETURN COPY OF QUOTE WITH ORDER

Remittance must be drawn in U.S.\$, drawn on a U.S. Bank

Prices good for 90 days

Shipping and Handling will be charged on all orders

If for any reason you are not completely satisfied with any product you buy from us, simply return it within 30 days of receipt, and we will promptly refund the purchase price. HealthSmart may be subject to a 25% restocking fee.

**ADDITIONAL TERMS AND CONDITIONS OF AWARD**

Award Number: NU87PS004172-04-01

The purpose of this amended Notice of Award is to approve your request for notification of two new contractor or consultant. The Centers for Disease Control and Prevention, Office of Financial Resources, Office of Grants Services in conjunction with the CDC, Division of Adolescent and School Health have reviewed the information dated November 1, 2016 as submitted by the Fort Worth Independent School District. The contractor and consultant will be performing a professional development to the Fort Worth Independent School teachers and purchase for reproductive health education materials.

**Consultant: Susan Telljohann**

**Contractor: ETR Associates**

If there are any questions regarding this amendment, please contact Michael Vance at 770-488-2686 or email at [MVance@cdc.gov](mailto:MVance@cdc.gov).

All other terms and conditions issued with the original award remain in effect throughout the budget period, unless otherwise changed in writing, by the Grants Management Officer.

Please reference the above award number on all future correspondence.

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE REPLACEMENT OF HVAC ROOFTOP PACKAGE UNITS AT 15 SCHOOLS**

**BACKGROUND:**

The District has 15 schools with a total of 62 HVAC rooftop package units that are approximately 19 years old. These units are in need of frequent repairs and have exceeded their life expectancies and need to be replaced. American Mechanical Services provided the lowest quote of \$680,303.00, which includes a not-to-exceed contingency of 10% of the base cost per school. They are a member of BuyBoard, Contract Number 552-17. We have used this vendor in the past with positive results.

**Schools receiving the new HVAC units:**

George C. Clarke	Morningside Middle
De Zavala	Christene Moss
SS. Dillow	Oakhurst
William James	Mary Louise Phillips
Leonard	Riverside Middle
Jacquet Martin	W.C. Stripling
Atwood McDonald	Young Men's Leadership Academy
Meacham	

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Replacement of HVAC Rooftop Package Units at 15 Schools
2. Decline to Approve Replacement of HVAC Rooftop Package Units at 15 Schools
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Replacement of HVAC Rooftop Package Units at 15 Schools

**FUNDING SOURCE**

***Additional Details***

TRE

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

**COST:**

\$680,303.00

**VENDOR:**

American Mechanical Services

**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 Buyboard, Contract 552-17. 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**

George C. Clarke  
De Zavala  
SS. Dillow  
William James  
Leonard  
Jacquet Martin  
Atwood McDonald  
Meacham

Morningside Middle  
Christene Moss  
Oakhurst  
Mary Louise Phillips  
Riverside Middle  
W.C. Stripling  
Young Men's Leadership Academy

**RATIONALE:**

New energy efficient equipment will provide energy savings for the District, eliminate costly repairs and provide a more comfortable learning environment for the students.

**INFORMATION SOURCE:**

Art Cavazos  
Gil Griffin



# Package Bid List

Change-out existing rooftop units on following gyms

Building	Location	Units Total	Price	Contingency	Total
#051 W.A. Meacham	3600 Weber Ft Worth 76106	6 units 12.5 Tons	\$64,699.00	\$6,469.00	\$71,168.00
#188 Atwood McDonald	1850 Barron Lane Ft Worth 76112	5 units 1-3 Tons 4-5 Tons	\$38,559.00	\$3,855.00	\$42,414.00
#123 S.S. Ollow	4000 Avenue N Ft Worth 76105	5 units 1-3 Tons 4-5 Tons	\$40,184.00	\$4,018.00	\$44,202.00
#083 Young Men's LA	5100 White Ft Worth 76105	3 units 12.5 Tons	\$38,509.00	\$3,850.00	\$42,359.00
#059 Jacquet Martin	2501 Stalcup Rd Ft Worth 76119	4 units 12.5 Tons	\$48,194.00	\$4,819.00	\$53,013.00
#127 Christene Moss	4108 Eastland Ft Worth 76119	5 units 1-3 Tons 4-5 Tons	\$40,788.00	\$4,078.00	\$44,866.00
#048 William James	1101 Nashville Ft Worth 76105	4 units 12.5 Tons	\$51,755.00	\$5,175.00	\$56,930.00
#054 Morningside	2751 Mississippi Ft Worth 76104	3 units 12.5 Tons	\$36,101.00	\$3,610.00	\$39,711.00
#115 George Clarke	2300 S. Henderson Ft Worth 76110	5 units 1-3 Tons 4-5 Tons	\$39,072.00	\$3,907.00	\$42,979.00
#121 De Zavala	1419 College Ft Worth 76104	5 units 1-3 Tons 4-5 Tons	\$48,110.00	\$4,811.00	\$52,921.00
#058 W.C. Striping	2100 Clover Lane Ft Worth 76107	3 units 12.5 Tons	\$37,965.00	\$3,796.00	\$41,761.00
#056 Riverside	1600 Belton Ft Worth 76111	1 units 12.5 Tons	\$14,011.00	\$1,401.00	\$15,412.00
#150 Oakhurst	2700 Yucca Ft Worth 76111	5 units 1-3 Tons 4-5 Tons	\$41,239.00	\$4,123.00	\$45,362.00
#134 Mary Louise Phillips	3020 Bigham Ft Worth 76116	5 units 1-3 Tons 4-5 Tons	\$41,133.00	\$4,113.00	\$45,246.00
#061 Leonard	8900 Chapin Rd Ft Worth 76116	3 units 12.5 Tons	\$38,147.00	\$3,814.00	\$41,961.00
				<b>Total</b>	<b>\$680,303.00</b>



Phone: 800.695.2919  
Fax: 800.371.3454  
Email: info@buyboard.com  
Web: 800 Ft. Worth TX 76102 | Log Out

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### Vendor Contract Information

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american mechanical se

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None Selected
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Show all prices
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None Selected
- Contract**  
None Selected

#### Additional Resources

**Vendor Name:** American Mechanical Services of Houston (AMS)

**Address:** 13627 Stafford Road  
Stafford, TX 77477

**Phone Number:** (281) 403-1701

**Email:** rhenry@amsusa.com

**Website:** <http://www.amsusa.com>

**Federal ID:** 20-5170025

**Contact:** Bob Henry

**Accepts RFQs:** Yes

**Minority Owned:** No

**Women Owned:** No

**Service-Disabled Veterans Owned:** No

**EDGAR:** Yes

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

**Contract Description:** Full line of HVAC equipment, supplies & filters; HVAC controls, software & monitoring systems; air handling products; indoor air quality products, refrigerants, UVC emitters/lamps; service/repair & installation

**Contract#:** 552-17

**Effective Date:** 12/01/2017

**Expiration Date:** 11/30/2020

**Payment Terms:** Net 30 days

**Delivery Days:** 10

**Shipping Terms:** Pre-paid and added to invoice

**Freight Terms:** FOB Destination

**Ship Via:** Common Carrier

**Region Served:** Texas Regions J, 4, 5, 6, 10, 11, 12

**States Served:** Texas

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

**Quote Reference Number:** 552-17

**Additional Dealers:** American Mechanical Services, Irving TX

#### Contract Documents

- EDGAR Notice:** [Click to view EDGAR Notice](#)
- Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)
- Regulatory Notice:** [Click to view Baseline Regulatory Notice](#)
- Construction Services Advisory:** [Click to view the Construction Related Goods and Services Advisory](#)
- Proposal Files:** [Click to view Vendor Proposal Files Documents](#)

Contact us 800.695.2919





February 23, 2018

Fort Worth I.S.D.  
2808 Tillar Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: Meacham Middle School

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of **\$64,699.00**

**Scope: RTUs 22, 23, 24, 37, 38 & 39**

- Demo existing units (6) and dispose of per EPA guidelines
- Supply and install (6) new Carrier 12.5 ton Model 48TC Standard Efficiency Packaged Rooftop A/C units 480/3/60
- Stainless Steel heat exchangers
- Re-use existing curbs – no adapters necessary
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines from new unit(s) to existing drains as discussed
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hail Guards
- Fall protection system (if required by COFW)
- Permit
- Payment bond

Current lead time 3-4 weeks

**10% contingency if necessary and not included in pricing above (as discussed) \$6,469.00**

6115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8874 Fax (972) 701-0478

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.9202 TACLA84273C  
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.6584 M11844

February 23, 2018

**This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.**

**This proposal will remain in effect for a period of (90) days upon receipt.**

**Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.**

Sincerely,

Gary P. Nuñez  
General Manager  
AMS of Texas, LLC

Yes. We do accept this proposal \_\_\_\_\_

Print Name: \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_



February 23, 2018

Fort Worth I.S.D.  
2808 Tiller Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: Atwood McDonald Elementary #188

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of **\$38,559.00**

**Scope: RTUs 33, 34, 35, 36 & 37**

- Demo existing units (5) and dispose of per EPA guidelines
- Supply and install (5) new Carrier Model 48KC Standard Efficiency Packaged Rooftop A/C units 230/3/60 to match existing tonnages
- Stainless Steel heat exchangers
- Curb adapters (if required)
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hail Guards
- Fall protection system (if required by COFW)
- Permit
- Payment bond

**Current lead time 3-4 weeks**

**10% contingency if necessary and not included in pricing above (as discussed) **\$3,855.00****

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

6116 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0470

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.6202 TACLA54273C  
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.8584 M11944



Contract 552-17 HVAC Equipment, Service and Installation  
Contract 481-14 Trade Services and Labor

**5 units total**

February 23, 2018

This proposal will remain in effect for a period of (90) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez  
General Manager  
AMS of Texas, LLC

Yes. We do accept this proposal \_\_\_\_\_

Print Name: \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_



February 23, 2018

Fort Worth I.S.D.  
2808 Tillar Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: Dillow #123

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of **\$40,184.00**

**Scope: RTUs 1,2,3,4 & 5**

- Demo existing units (5) and dispose of per EPA guidelines
- Supply and install (5) new Carrier Model 48KC Standard Efficiency Packaged Rooftop A/C units 208-230/3/60 to match existing tonnages
- Stainless Steel heat exchangers
- Re-use existing curbs – no adapters necessary
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hail Guards
- Fall protection system (if required by COFW)
- Permit
- Payment bond

**Current lead time 3-4 weeks**

**10% contingency if necessary and not included in pricing above (as discussed) \$4,018.00**

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

6118 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8874 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12167 Austin, TX 78711 800.803.9202 TACL054273C  
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 76765 800.845.8584 M11944



Contract 552-17 HVAC Equipment, Service and Installation  
Contract 481-14 Trade Services and Labor

**5 units total**

---

February 23, 2018

This proposal will remain in effect for a period of (90) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez  
General Manager  
AMS of Texas, LLC

Yes. We do accept this proposal \_\_\_\_\_

Print Name \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_



February 23, 2018

Fort Worth I.S.D.  
2808 Tillar Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: Young Men's Leadership Academy #083

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of \$38,509.00

**Scope: RTUs 17, 18 & 19**

- Demo existing units (3) and dispose of per EPA guidelines
- Supply and install (3) new Carrier Model 48TC Standard Efficiency Packaged Rooftop A/C units 230/3/60 to match existing tonnages
- Stainless Steel heat exchangers
- Curb adapters (if required)
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hall Guards
- Fall protection system (if required by COFW)
- Permit
- Payment bond

Current lead time 3-4 weeks

**10% contingency if necessary and not included in pricing above (as discussed) \$3,850.00**

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

6115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8874 Fax (972) 701-0479

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Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.846.6584 M11044



Contract 652-17 HVAC Equipment, Service and Installation  
Contract 481-14 Trade Services and Labor

3 units total

February 23, 2018

This proposal will remain in effect for a period of (90) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez  
General Manager  
AMS of Texas, LLC

Yes. We do accept this proposal \_\_\_\_\_

Print Name: \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_





American Mechanical Services of Texas, LLC

February 23, 2018

Fort Worth I.S.D.  
2808 Tillar Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: Juaquet Martin #059

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list and scope provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of \$48,194.00

Scope: RTUs 34, 35, 36 & 37

- Demo existing units (4) and dispose of per EPA guidelines
- Supply and install (4) new Carrier 12.5 ton Model 48TC Standard Efficiency Packaged Rooftop A/C units 460/3/59
- Stainless Steel heat exchangers
- Re-use existing curbs – no adapters necessary
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hail Guards
- Fall Protection (if required by COFW)
- Permit
- Payment bond

Current lead time 3-4 weeks

**10% contingency if necessary and not included in pricing above (as discussed) \$4,819.00**

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

8116 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.9202 TACLA54273C  
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.5584 M11944



Contract 552-17 HVAC Equipment, Service and Installation  
Contract 461-14 Trade Services and Labor

4 units total

February 23, 2018

This proposal will remain in effect for a period of (90) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez  
General Manager  
AMS of Texas, LLC

Yes. We do accept this proposal \_\_\_\_\_

Print Name: \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_



February 23, 2018

Fort Worth I.S.D.  
2808 Tillar Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: Moss #127

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list and scope provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of **\$40,786.00**

**Scope: RTUs 13, 14, 15, 16 & 17**

- Demo existing units (5) and dispose of per EPA guidelines
- Supply and install (5) new Carrier Model 48KC Standard Efficiency Packaged Rooftop A/C units 208-230/3/60 to match existing tonnages
- Stainless Steel heat exchangers
- Re-use existing curbs – no adapters necessary
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hail Guards
- Fall protection system (if required by COFW)
- Permit
- Payment bond

Current lead time 3-4 weeks

**10% contingency if necessary and not included in pricing above (as discussed) \$4,078.00**

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

6115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800 803 9202 TACLA64273C  
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78785 800 845 6584 M11944



Contract 652-17 HVAC Equipment, Service and Installation  
Contract 461-14 Trade Services and Labor

5 units total

February 23, 2018

This proposal will remain in effect for a period of (90) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez  
General Manager  
AMS of Texas, LLC

Yes. We do accept this proposal \_\_\_\_\_

Print Name: \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_



February 23, 2018

Fort Worth I.S.D.  
2808 Tillar Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: William James Middle #048



Contract 552-17 HVAC Equipment, Service and Installation  
Contract 461-14 Trade Services and Labor  
4 units total

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list and scope provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of \$51,755.00

**Scope: RTUs 26, 37, 38 & 39**

- Demo existing units (4) and dispose of per EPA guidelines
- Supply and install (4) new Carrier Model 48TC Standard Efficiency Packaged Rooftop A/C units 460/3/60 to match existing tonnages
- Stainless Steel heat exchangers
- Re-use existing curbs -- no adapters necessary
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hail Guards
- Fall protection system (if required by COFW)
- Permit
- Payment bond

Current lead time 3-4 weeks

**10% contingency if necessary and not included in pricing above (as discussed) \$5,175.00**

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

6115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.9202 TACLA54273C  
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.8584 M11944

February 23, 2018

This proposal will remain in effect for a period of (90) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez  
General Manager  
AMS of Texas, LLC

Yes. We do accept this proposal \_\_\_\_\_

Print Name: \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_



February 23, 2018

Fort Worth I.S.D.  
2808 Tillar Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: Morningside Middle #054



Contract 552-17 HVAC Equipment, Service and Installation  
Contract 461-14 Trade Services and Labor

3 units total

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list and scope provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of \$36,101.00

**Scope: RTUs 21, 22 & 23**

- Demo existing units (3) and dispose of per EPA guidelines
- Supply and install (3) new Carrier Model 48TC Standard Efficiency Packaged Rooftop A/C units 460/3/80 to match existing tonnages
- Stainless Steel heat exchangers
- Curb adapters – if required
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines from new unit(s) to existing drains as discussed
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hail Guards
- Fall protection system (if required by COFW)
- Permit
- Payment bond

Current lead time 3-4 weeks

**10% contingency if necessary and not included in pricing above (as discussed) \$3,610.00**

6115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0479

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Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.8584 M11944

February 23, 2018

**This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.**

**This proposal will remain in effect for a period of (90) days upon receipt.**

**Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.**

Sincerely,

**Gary P. Nuñez  
General Manager  
AMS of Texas, LLC**

**Yes. We do accept this proposal** \_\_\_\_\_

Print Name: \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_





February 23, 2018

Fort Worth I.S.D.  
2808 Tillar Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: George Clark #115

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list and scope provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of **\$39,072.00**

**Scope: RTUs 21, 22, 23, 24 & 25**

- Demo existing units (5) and dispose of per EPA guidelines
  - Supply and install (5) new Carrier Model 48KC Standard Efficiency Packaged Rooftop A/C units 208-230/3/80 to match existing tonnages
  - Stainless Steel heat exchangers
  - Re-use existing curbs – no adapters necessary
  - All new Fused Disconnects
  - Rigid hard drawn pipe to new gas connections
  - New high water cut-off switches in drain pans
  - New schedule 80 PVC condensate drain lines
  - New condensate drain line supports
  - Re-use existing smoke detectors
  - Low leak economizers with barometric relief
  - Powered convenience outlets on new units
  - Stenciled 2" labels on new units
  - Start up and verify operation
  - All lift / hoisting costs Included
  - Louvered Hail Guards
  - Fall protection system (if required by COFW)
  - Permit
  - Payment bond
- Current lead time 3-4 weeks

**10% contingency if necessary and not included in pricing above (as discussed) \$3,907.00**

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

6115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.9202 TACLAB4273C  
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.846.8584 M11944



Contract 552-17 HVAC Equipment, Service and Installation  
Contract 481-14 Trade Services and Labor

5 units total

February 23, 2018

This proposal will remain in effect for a period of (90) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez  
General Manager  
AMS of Texas, LLC

Yes. We do accept this proposal \_\_\_\_\_

Print Name: \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_



February 23, 2018

Fort Worth I.S.D.  
2808 Tillar Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: De Zavala #121



Contract 552-17 HVAC Equipment, Service and Installation  
Contract 481-14 Trade Services and Labor  
5 units total

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list and scope of work provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of \$48,110.00

**Scope: RTUs 18, 19, 20, 21 & 22**

- Demo existing units (5) and dispose of per EPA guidelines
- Supply and install (5) new Carrier Model 48KC Standard Efficiency Packaged Rooftop A/C units 230/3/80 to match existing tonnages
- Stainless Steel heat exchangers
- Curb adapters (if required)
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hail Guards
- Fall protection system (if required by COFW)
- Permit
- Payment bond

Current lead time 3-4 weeks

**10% contingency if necessary and not included in pricing above (as discussed) \$4,811.00**

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

6116 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.9202 TACL064273C  
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.846.8584 M11944

February 23, 2018

This proposal will remain in effect for a period of (90) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez  
General Manager  
AMS of Texas, LLC

Yes. We do accept this proposal \_\_\_\_\_

Print Name \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_



February 23, 2018

Fort Worth I.S.D.  
2808 Tillar Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: W. C. Stripling Cox #058



Contract 552-17 HVAC Equipment, Service and Installation  
Contract 481-14 Trade Services and Labor

3 units total

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list and scope of work provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of \$37,965.00

**Scope: RTUs 11, 12 & 13**

- Demo existing units (3) and dispose of per EPA guidelines
- Supply and install (3) new Carrier Model 48TC Standard Efficiency Packaged Rooftop A/C units 460/3/60 to match existing tonnages
- Stainless Steel heat exchangers
- Curb adapters (if required)
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hail Guards
- Fall protection system (if required by COFW)
- Permit
- Payment bond

Current lead time 3-4 weeks

**10% contingency if necessary and not included in pricing above (as discussed) \$3,796.00**

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

8115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0479

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Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.6584 M11944

February 23, 2018

This proposal will remain in effect for a period of (90) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez  
General Manager  
AMS of Texas, LLC

Yes. We do accept this proposal \_\_\_\_\_

Print Name: \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_



American Mechanical Services of Texas, LLC

February 23, 2018

Fort Worth I.S.D.  
2808 Tinker Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: Riverside Middle #058



Contract 652-17 HVAC Equipment, Service and Installation  
Contract 461-14 Trade Services and Labor

1 unit total

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list and scope of work provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of \$14,011.00

**Scope: RTU 17**

- Demo existing units (5) and dispose of per EPA guidelines
- Supply and install (5) new Carrier Model 48KC Standard Efficiency Packaged Rooftop A/C units 208-230/3/60 to match existing tonnages
- Stainless Steel heat exchangers
- Curb adapters (if required)
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hall Guards
- Fall protection system (if required by COFW)
- Permit
- Payment bond

Current lead time 3-4 weeks

**10% contingency if necessary and not included in pricing above (as discussed) \$1,401.00**

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

8116 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8574 Fax (972) 701-0478

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.9202 TACL64273C  
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.8584 M11944

February 23, 2018

**This proposal will remain in effect for a period of (90) days upon receipt.**

**Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.**

**Sincerely,**

**Gary P. Nuñez  
General Manager  
AMS of Texas, LLC**

**Yes. We do accept this proposal \_\_\_\_\_**

**Print Name \_\_\_\_\_ (Date)**

**Signature \_\_\_\_\_**





February 23, 2018

Fort Worth I.S.D.  
2808 Tillar Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: Oakhurst Elementary #150

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list and scope of work provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of \$41,239.00

**Scope: RTUs 31, 32, 33, 34 & 35**

- Demo existing units (5) and dispose of per EPA guidelines
- Supply and install (5) new Carrier Model 48KC Standard Efficiency Packaged Rooftop A/C units 208-230/3/60 to match existing tonnages
- Stainless Steel heat exchangers
- Curb adapters (if required)
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hail Guards
- Fall protection system (if required by COFW)
- Permit
- Payment bond

Current lead time 3-4 weeks

**10% contingency if necessary and not included in pricing above (as discussed) \$4,123.00**

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

8115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-6674 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.6202 TACL64273C  
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.8584 M11844



Contract 562-17 HVAC Equipment, Service and Installation  
Contract 461-14 Trade Services and Labor

5 units total

February 23, 2018

**This proposal will remain in effect for a period of (90) days upon receipt.**

**Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.**

**Sincerely,**

**Gary P. Nuñez  
General Manager  
AMS of Texas, LLC**

**Yes. We do accept this proposal** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **(Date)**

**Signature** \_\_\_\_\_



American Mechanical Services of Texas, LLC

February 23, 2018

Fort Worth I.S.D.  
2808 Tillar Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: M. L. Phillips #154



Contract 552-17 HVAC Equipment, Service and Installation  
Contract 481-14 Trade Services and Labor

5 units total

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list and scope of work provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of \$41,133.00

**Scope: RTUs 47, 48, 49, 50 51**

- Demo existing units (5) and dispose of per EPA guidelines
- Supply and install (5) new Carrier Model 48KC Standard Efficiency Packaged Rooftop A/C units 208-230/3/60 to match existing tonnages
- Stainless Steel heat exchangers
- Curb adapters (if required)
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hail Guards
- Fall protection system (if required by COFW)
- Permit
- Payment bond

Current lead time 3-4 weeks

**10% contingency if necessary and not included in pricing above (as discussed) \$4,113.00**

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

8115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8874 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.803.9202 TACLA84273C  
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.845.6584 M11944

February 23, 2018

This proposal will remain in effect for a period of (90) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez  
General Manager  
AMS of Texas, LLC

Yes. We do accept this proposal \_\_\_\_\_

Print Name: \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_



February 23, 2018

Fort Worth I.S.D.  
2808 Tillar Street  
Fort Worth, Texas 76107

Attention: Steve Osborne  
Subject: RTU replacements  
Location: Leonard Middle #061



Contract 552-17 HVAC Equipment, Service and Installation  
Contract 481-14 Trade Services and Labor

3 units total

We are pleased to propose the following for consideration of replacing specified rooftop A/C units per list and scope of work provided by FWISD Foreman.

We propose to furnish all labor and material for a cost of \$38,147.00

**Scope: RTUs 15, 16 & 17**

- Demo existing units (3) and dispose of per EPA guidelines
- Supply and install (3) new Carrier Model 48TC Standard Efficiency Packaged Rooftop A/C units 480/3/60 to match existing tonnages
- Stainless Steel heat exchangers
- Curb adapters (if required)
- All new Fused Disconnects
- Rigid hard drawn pipe to new gas connections
- New high water cut-off switches in drain pans
- New schedule 80 PVC condensate drain lines
- New condensate drain line supports
- Re-use existing smoke detectors
- Low leak economizers with barometric relief
- Powered convenience outlets on new units
- Stenciled 2" labels on new units
- Start up and verify operation
- All lift / hoisting costs included
- Louvered Hail Guards
- Fall protection system (if required by COFW)
- Permit
- Payment bond

Current lead time 3-4 weeks

**10% contingency if necessary and not included in pricing above (as discussed) \$3,814.00**

This proposal does not include any sales tax, new electrical service, roofing repair or replacement, controls additions or replacements, expedited freight or any special handling charges that may be applicable.

6115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0478

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12167 Austin, TX 78711 800.803.9202 TACLA84273C  
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78765 800.946.6684 M11944

February 23, 2018

This proposal will remain in effect for a period of (90) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Gary P. Nuñez  
General Manager  
AMS of Texas, LLC

Yes. We do accept this proposal \_\_\_\_\_

Print Name: \_\_\_\_\_ (Date)

Signature: \_\_\_\_\_



Contract 458-14 HVAC Equipment, Services and Installation  
Contract 461-14 Trade Services and Labor

February 23, 2018

Fort Worth I.S.D.  
2808 Tilar Street  
Fort Worth, Texas 76107

Subject: Gymnasium HVAC replacements  
Re: Clarification on Fall Protection

There are (7) schools that AMS has included the cost to supply and install the fall protection in the base bid pricing listed on the Bid Price Sheet. These (7) schools were determined to need fall protection during our pre-bid walk thru with FWISD Engineering Department personnel.

**These (7) schools are:**

Atwood  
Young Men's Academy  
Dillow  
Moss  
De Zavala  
Oakhurst  
M. L. Phillips

If during inspection by COFW, other schools are determined to be in need of fall protection, AMS will request contingency money from FWISD to complete those installations as discussed.

6115 Campus Circle Drive West, Irving Texas 75063 Tel (972) 702-8674 Fax (972) 701-0479

Regulated by the Texas Dept. of Licensing and Regulation P.O. Box 12157 Austin, TX 78711 800.603.9202 TACLA64273C  
Regulated by the Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, TX 78785 800.845.8584 M11944

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE REPLACEMENT OF HVAC AIR HANDLERS AT HANDLEY MIDDLE SCHOOL AND NORTH HI MOUNT ELEMENTARY SCHOOL**

**BACKGROUND:**

Ten HVAC air handlers at Handley Middle School are 38 years old and six air handlers and one fan coil unit at North Hi Mount Elementary School are 40 years. All have exceeded their life expectancy and need replacing, as they are in constant need of repairs.

At Handley Middle School we will replace nine of the units with air handlers and will replace the unit over the gym with a rooftop package unit. The vendor selected for replacing these units is Century Mechanical Contractors, Inc. with a cost of \$719,918 which includes a not-to-exceed contingency reserve of \$15,000. The vendor is a member of Buy Board, Contract Number 552-17.

The vendor selected for replacing the units at North Hi Mount is Infinity Contractors with a cost of \$409,064 which includes a not-to-exceed contingency reserve of \$15,000. The vendor is also a member of BuyBoard, Contract Number 501-15.

Replacing the units with efficient units will promote energy savings. We have used both vendors in the past with positive results.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Replacement of HVAC Air Handlers at Handley Middle School and North Hi Mount Elementary School
2. Decline to Approve Replacement of HVAC Air Handlers at Handley Middle School and North Hi Mount Elementary School
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Replacement of HVAC Air Handlers at Handley Middle School and North Hi Mount Elementary School



**FUNDING SOURCE**

*Additional Details*

TRE	198-51-6299-001-047-99-501-000000	\$719,918.00
	198-51-6299-001-149-99-501-000000	\$409,064.00

**COST:**

\$1,128,982

**VENDOR:**

Century Mechanical Contractors, Inc.  
Infinity Contractors

**PURCHASING MECHANISM**

Interlocal Agreement

These purchases are in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 552-17 and 501-15. 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**

Handley Middle School  
North Hi Mount Elementary School

**RATIONALE:**

The new HVAC equipment is more energy efficient, will eliminate frequent repairs and will provide energy savings to the District.

**INFORMATION SOURCE:**

Art Cavazos  
Gil Griffin



Phone: 800.595.2919  
Fax: 817.293.3603  
Email: [info@buyboard.com](mailto:info@buyboard.com)  
[www.buyboard.com](http://www.buyboard.com)

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### Vendor Contract Information

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[Century Mechanical Contractors Inc \(1\)](#)
- Price Range**  
[Show all prices](#)
- Category**  
None Selected
- Contract**  
[HVAC Equipment, Supplies, and Installation of HVAC Equipment\(1\)](#)

**Additional Resources**



**Vendor Name:** Century Mechanical Contractors Inc  
**Address:** 3008 Wichita Ct  
 Fort Worth, TX 76140  
**Phone Number:** (817) 293-3603  
**Email:** [invoice@centurymech.com](mailto:invoice@centurymech.com)  
**Website:** <http://www.cm-buyermach.com>  
**Federal ID:** 75-1489157  
**Contact:** Diane Mills  
**Accepts RFQs:** Yes  
**Minority Owned:** No  
**Women Owned:** No  
**Service-Disabled Veteran Owned:** No  
**EDGAR:** Yes  
**Contract Name:** HVAC Equipment, Supplies, and Installation of HVAC Equipment  
**Contract Description:** Full line of HVAC equipment, supplies & filters, HVAC controls, software & monitoring system air handling products, indoor air quality products, refrigerants, LVC emitters/lamps service/repair & installation  
**Contract#:** 552-17  
**Effective Date:** 12/01/2017  
**Expiration Date:** 11/30/2020  
**Payment Terms:** Net 30 days  
**Delivery Days:** 5  
**Shipping Terms:** Pre-paid and added to invoice  
**Freight Terms:** FOB Destination  
**Ship Via:** Common Carrier  
**Region Served:** Texas Regions 11  
**States Served:** Texas  
**Additional Info:** EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is included in Vendor response document, and can be found in the Vendor Proposal FRs link near the bottom of the page.  
**Quote Reference Number:** 552-17  
**Return Policy:** Warranty

**Contract Documents**

- EDGAR Notice:** [Click to view EDGAR Notice](#)
- Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)
- Regulatory Notice:** [Click to view Baseline Regulatory Notice](#)
- Construction Services Advisory:** [Click to view the Construction Related Goods and Services Advisory](#)
- Proposal Files:** [Click to view Vendor Proposal File Documents](#)

Contact us 800.595.2919



February 26, 2018

FWISD  
100 N University Dr.  
Fort Worth, Texas 76107

Attn: Steve McPherson

Ref: Handley Middle School AHU Replacement Budget

Buy Board ID: 552-17

Drawings numbered: None.

Specifications: None.

Mr. McPherson,

Below is our budget for the replacement of the HVAC equipment on the above referenced schools in accordance with the below clarifications.

<b>Handley Middle School Estimate</b>	<b><u>\$710,954.00</u></b>
<b>Bid Bond</b>	<b><u>\$8,964.00</u></b>
<b>Total Bid</b>	<b><u>\$719,918.00</u></b>

Our budget includes:

- Demolition of the equipment.
- Control valves only.
- Rework piping for new AHU tie in.
- Rework Ductwork at each AHU.
- Insulation within 10' of equipment for the reworked piping and ductwork.
- Flush and treat water for piping after work is complete.
- Air handling units per the attached sheet from Texas Air.
- Wall removal and repair to install the new AHU's.
- Painting after walls and doors are replaced.
- Test and balance of the air handlers (includes an allowance of \$10,000).
- Contingency of \$15,000.
- Permits
- Rental Equipment
- Full time supervision
- Factory start-up of equipment

Our proposal excludes:

**CENTURY MECHANICAL CONTRACTORS, INC.**

(817) 293-3803 • Metro (817) 572-1542 • Fax (817) 551-2948 • 3008 Wichita Court • Fort Worth, Texas 76140 • www.centurymech.com

Plumbing license: M13030 Regulated by the Texas State Board of Plumbing Examiners, P.O. Box 4200, Austin, TX 78768, 512-936-5200, www.usbpe.state.tx.us  
A/C license: TACLA013506E Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 800-803-6202, 512-463-6599, www.license.state.tx.us/complaints

- Any asbestos abatement or remediation.
- Any overtime or after hours work.
- Any work or repairs to any of the equipment not listed as replaced per the attachments.
- Cost of temporary water, gas or electricity used for construction or testing.
- Cost of temporary water, sanitary, heating, ventilation or air conditioning facilities.
- Electrical by others.
- Controls by others.
- Fire alarm or protection work.
- Sales Tax

Please note that AHU and RTU lead times are currently a minimum of (8) weeks from approved submittals. Lead times are increasing as more orders are coming in to the factory. This could affect our schedule for completing this work during the summer months.

Century Mechanical reserves the right, at its option, to amend this proposal prior to the specified bid date and time.

Respectfully submitted,

***CENTURY MECHANICAL CONTRACTORS, INC.***

Jarod O'Neill  
Project Manager



Phone: 800.695.2919  
Fax: 800.211.5454  
Email: info@buyboard.com

Administration Reports Shopping Cart **Vendor Profile: Worth** 1050 (Log Off)

### Vendor Contract Information

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Infinity Contractors International LTD(\*)
- Price Range**  
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- Category**  
None Selected
- Contract**  
None selected

**Vendor Name:** Infinity Contractors International LTD  
**Address:** 2543 E. Loop #20 H.  
 Ft. Worth, TX 76118  
**Phone Number:** (817) 838-8780  
**Email:** jbaehler@infinitycontractors.com  
**Website:** <http://www.infinitycontractors.com>  
**Federal ID:** 58-2328894  
**Contact:** Jim Bob Satter  
**Accepts RFQs:** Yes  
**Minority Owned:** No  
**Women Owned:** No  
**Service-Disabled Veterans Owned:** No  
**EDGAR:** Yes  
**Contract Name:** Building Maintenance, Repair & Operations Supplies & Equipment  
**Contract Description:** Lighting, electrical, plumbing, HVAC, paint, fasteners & hardware, indoor signage, doors, he  
 lds, fencing, building & roofing materials, solar equipment, boiler equipment & supplies, pl  
 materials, elevator/escalator equipment & supplies, parking lot striping supplies, forklifts &  
 material handling & storage equipment, pest control products, power washing equipment,  
 service/repair & installation  
**Contract#:** 501-15  
**Effective Date:** 12/01/2018  
**Expiration Date:** 11/30/2018  
**Payment Terms:** Net 30 days  
**Delivery Days:** 10  
**Shipping Terms:** Pre-paid and added to invoice  
**Freight Terms:** FOB Destination  
**Ship Via:** Common Carrier  
**Region Served:** Texas Regions 10, 11, 12, 14  
**States Served:** Texas  
**Quote Reference Number:** 501-15

**Contract Documents**

- EDGAR Notice:** [Click to view EDGAR Notice](#)
- Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)
- Regulatory Notice:** [Click to view Building Regulatory Notice](#)
- Construction Services Advisory:** [Click to view the Construction Related Goods and Services Advisory](#)
- Proposal Files:** [Click to view Vendor Proposal Files Documents](#)
- Renewal Notice/Letter:** [Click to view Vendor Renewal Notice/Letter Documents](#)

Contact us 800.695.2919



MECHANICAL/PLUMBING/PROCESS AND INDUSTRIAL PIPING

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

Updated Date February 28, 2018

Attn: Steve McPherson

Re: FWISD North Hi Mount ES AHU Replacements  
ICI: BID #17-084

Per Buy Board Contract #501-15 Building Maintenance, Repair, Operations Supplies & Equipment.

Infinity Contractors is pleased to quote the above referenced project. Our price includes all labor, material, and supervision necessary for the replacement of the (6) AHU's attached to the heating/cooling hydronic systems. To be performed at the same time as base bid, mobilization / lifting.

Documents: None

We acknowledge the following Addendums: None

**Base Bid Combined Scope**

**Due to factory lead times / award timeframe this will likely be a post summer installation**

**Indoor Air Handlers AHU #3, #4, #2, #1 (auditorium)  
Small MagicAire FCU (no ID), Ductless AC#9**

- 1) Protect Floors
- 2) Remove Ceiling for AHU #2 & MagicAire Unit
- 3) Disconnect ductwork & piping
- 4) Dismantle, Remove & Disposal of the Existing AHU's
- 5) Demolish (3) Remote Mounted Heating Water Coils & Repair Ductwork
- 6) Modify suspended steel structure on 2<sup>nd</sup> floor at AHU #3, #4, #2
- 7) Furnish & Install New Overflow Pans with Float Shutdown Switches (3)
- 8) Furnish & Install New AHU's with VFD's manufactured by Temtrol (except ductless & FCU's by other manufacturers)
- 9) Hydronic Piping Reconnections with New Isolation Valves as required, FDI Kits
- 10) Extended Heating Water Piping back to AHU's for new connections
- 11) Furnish & Installing Control Valves
- 12) Furnish & Install 1" Pipe Insulation on the CHWS/R Piping
- 13) Furnish & Install 2" Pipe Insulation on the HWS/R Piping

*Infinity Contractors International, Ltd.*  
2563 E. Loop 820 N., Fort Worth, Texas 76118 • OFFICE: 817/838-8700 • FAX: 817/838-8826  
T/ACLA016236C • M-15487  
Texas State Board of Plumbing Examiners P.O. Box 4200, Austin, TX. 78765 • 800-845-6584



MECHANICAL/PLUMBING/PROCESS AND INDUSTRIAL PIPING

- 14) New ductwork connections from unit to tie in points in space
- 15) Furnish & Install Insulation on new Ductwork
- 16) Clean up interior mechanical room
- 17) AHU Start-ups (Texas Air Systems)
- 18) Mechanical Permit only
- 19) Owner Controlled Contingency (Add Provided)
- 20) Test & Balance Pre Construction Assessment Contingency is to verify selection of equipment (Add Provided)

Base Bid Price is .....\$377,403-  
Add For P&P Bonds Base.....\$6,661-

Owners Contingency Add ..... \$15,000-

Deduct to reuse VFDs on AHU #4, #3.....\$(2000-)  
Only valid if HPs match

Testing & Balance Pre Construction  
Assessment Contingency Add....\$10,000-

**Exclusions:**

- 1) Repair of Wood Floor on 2<sup>nd</sup> Story due to existing overflow pan leaks
- 2) Furnishing the DDC Controls (By FWISD)
- 3) Testing, Adjusting, and Balancing for HVAC
- 4) Water Treatment for the HVAC System
- 5) Electrical, Starters, Fire Protection, Fire Alarm (By FWISD)
- 6) Heat Trace on CHWS/R or HWS/R Piping
- 7) Engineering & Structural framing if needed
- 8) Asbestos Testing or Abatement
- 9) Painting
- 10) Bonds (Add Provided), Sales Taxes (Exempt)

*Infinity Contractors International, Ltd.*  
2563 E. Loop 820 N., Fort Worth, Texas 76118 • OFFICE: 817-838-8700 • FAX: 817-838-8826  
TACLA016236C • 11-15487  
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*MECHANICAL/PLUMBING/PROCESS AND INDUSTRIAL PIPING*

*Please see Attachment "A" for clarifications*

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

Sincerely,

Jim Bob Salter  
President  
Infinity Contractors Int'l Ltd

*Infinity Contractors International, Ltd.*  
2563 E. Loop 820 N., Fort Worth, Texas 76118 • OFFICE: 817/838-8700 • FAX: 817/838-8826  
TACLA016236C • M-15487  
Texas State Board of Plumbing Examiners P O Box 4200, Austin, TX. 78765 • 800-845-6584

Attachment "A"

**General Items:**

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE ENERGY MANAGEMENT SYSTEM (EMS) UPGRADES AT FIVE SCHOOLS**

**BACKGROUND:**

The energy management controls at Dunbar, Jacquet Martin, Sam Rosen, South Hi Mount and TABS schools need to be updated. The upgrade provides for the installation of controls on large equipment such as chillers, air handlers, rooftop units, boilers and pumps. This will allow the District a more efficient way to run and schedule HVAC - with graphics, switches, modules and relays for the start/stop operation of units, air handlers and chillers. The controls will show a more detailed status of the equipment and allow remote operation. Logical Solutions, a sole source provider of Automated Logic, has been selected to perform the upgrades. This vendor has provided satisfactory results in previous school installations.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Energy Management System (EMS) Upgrades at Five Schools
2. Decline to Approve Energy Management System (EMS) Upgrades at Five Schools
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Energy Management System (EMS) Upgrades at Five Schools

**FUNDING SOURCE**

*Additional Details*

TRE

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

**COST:**

\$368,540.00

**VENDOR:**

Logical Solutions

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 13-015-C

Number of Bid/Proposals received: 42

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**

Dunbar, Jacquet Martin, Sam Rosen, South Hi Mount and TABS

**RATIONALE:**

Installing new controls and upgrading the systems at these campuses will restructure the HVAC equipment, allowing for better comfort and operating efficiency.

**INFORMATION SOURCE:**

Art Cavazos  
Gil Griffin



**FWISD Dunbar High School**

**Proposal Date:** 02.27.18  
**Limiting Date:** 12.31.18

**Attn:** Henry Vasquez

**Project Name:** FWISD - Dunbar High School Remaining DDC

**Proposal:** Logical Solutions, Inc. (LSI) proposes to furnish labor, equipment, and materials to extend the existing Web-Based EMS System for the above referenced project. The scope of work is defined in this scope letter. All DDC equipment will be Automated Logic's Non Proprietary Native BACnet Control System.

**Scope of Work Price:** \$70,050.00

The above pricing excludes all tax.  
Payment terms: Net 30 days; progress payments.  
Work to be done during normal business hours.

Accepted By: \_\_\_\_\_  
Type/Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Proposed by: Dane Martin  
Logical Solutions, Inc.  
407 International Pkwy, STE 406  
Richardson, TX 75081



**EMS Scope of Work:**

Includes provision and installation of an Automated Logic BACnet DDC system for monitoring and control of the following equipment:

- o **(2) Multi-zone Air Handling Units (1<sup>st</sup> & 2<sup>nd</sup> Floor)**
  - LSI to provide new generation modules to replace the obsolete modules. Existing instrumentation will be used.
  - Includes a new AAR for network segmentation of these units and the below RTU's.
- o **(18) RTU's (Front Office, Kitchen, Auto Shop, Science)**
  - Per building standard – ZN551, start/stop, status, heating/cooling stages, space temp, and discharge temp.
- o **(3) AAON Outside Air Units Per District Standard (Science Wing & NW Wing)**
- o **(1) Outside Air Temp/Humidity**
  - LSI to provide and install (1) ZN220 and (1) OAT/H sensor.

**Inclusions & Provisions:**

- Includes provision and installation of all new sensors/instrumentation.
- Includes provision and installation on new Thermo-graphic floor plans, and new 3D dynamic equipment graphics.
- All items provided and installed by LSI will have a 1 year parts and labor warranty.
- Any and all EMS points shall be capable of Alarming Actions. Owner/Owner Representative shall provide direction for alarming actions/routing.
- 110v power to LSI enclosures to be provided by others
- All wire to be open plenum rated.

**Exclusions & Coordination Items:**

- Painting and patching due to install are to be provided by others if required.
- Pricing excludes any liquidated or consequential damages.
- Pricing excludes any permits or fee associated with this contract.
- The above price represents all work being done during normal business hours.
- Pricing excludes any water or air balancing.
- Proposal excludes any performance or payment bonds.
- Any and all life safety systems shall be provided by others.



**LSI CONTROLS PROPOSAL**

<b>PREPARED FOR:</b>	<b>PROPOSAL DATE:</b>	<b>LIMITING DATE:</b>
Henry Vasquez	2.27.18	12.31.19
<b>PROJECT NAME:</b>	<b>PREPARED BY:</b>	
FWISD – Jaquet Middle School	Dane Martin Logical Solutions, Inc. (469)-265-1608 <a href="mailto:dmartin@lsicontrols.com">dmartin@lsicontrols.com</a>	

**PROPOSAL**

Logical Solutions, Inc. (LSI) proposes to furnish labor, equipment, and materials to extend the existing EMS System for the above referenced project. The scope of work is defined in this scope letter. All DDC equipment will be Automated Logic's Non Proprietary Native BACnet Control System.

**SCOPE OF WORK**

- o **(24) RTU's**
  - LSI to replace the old Ucard with the new generation module and run communication line to all units. Existing instrumentation shall remain.
- o **6 AHU's (Gym, Auditorium, Band, Girls & Boys Locker Rooms)**
  - LSI to provide new controls.
- o **(4) Mech Room AHU's**
  - 2<sup>nd</sup> Floor – LSI to mount an SE6166 to pick up 3 units. Start/stop, status, supply temp and space temp. Space temp sensors provided and wired by FWISD EMS shop.
  - 1<sup>st</sup> Floor - LSI to mount an SE6166 to pick up 1 unit. Start/stop, status, supply temp and space temp. Space temp sensors provided and wired by FWISD EMS shop. LSI will also demo existing 622's and 422's
- o **LSI to provide (1) LGR for network segmentation in the 2<sup>nd</sup> floor mechanical room.**

*Thank you for your consideration of Logical Solutions, Inc. (Automated Logic) for this project. We look forward to working with you and your team. Please feel free to contact me anytime with questions.*

**PRICING**

*The below pricing does not include tax. Payment terms: Net 30 days; Progress payments*

<b>Total Project Cost:</b>	<b>\$85,110.00</b>
----------------------------	--------------------



### **Inclusions & Provisions:**

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- All items provided and installed by LSI will have a 1 year parts and labor warranty.
- Any and all EMS points shall be capable of Alarming Actions. Owner/ owner representative shall provide direction for alarming actions/routing.
- 110v power to LSI enclosures to be provided by others
- LSI to provide personnel to program, download, checkout and commission.
- This proposal is based on labor during normal business hours. (7am-4pm... no nights or weekends)

### **Exclusions:**

---

- Painting and patching due to install are to be provided by others if required.
- Pricing excludes any liquidated or consequential damages.
- Pricing excludes any permits or fee associated with this contract.
- The above price represents all work being done during normal business hours.
- Pricing excludes any water or air balancing.
- Proposal excludes any performance or payment bonds.
- Additional equipment or control not listed above will be added under a change order contract.





**LSI CONTROLS PROPOSAL**

<b>PREPARED FOR:</b> Henry Vasquez	<b>PROPOSAL DATE:</b> 2.27.18	<b>LIMITING DATE:</b> 12.31.18
<b>PROJECT NAME:</b> FWISD – Sam Rosen School	<b>PREPARED BY:</b> Dane Martin Logical Solutions, Inc. (469)-265-1608 <a href="mailto:dmartin@lsicontrols.com">dmartin@lsicontrols.com</a>	

**PROPOSAL**

Logical Solutions, Inc. (LSI) proposes to furnish labor, equipment, and materials to extend the existing EMS System for the above referenced project. The scope of work is defined in this scope letter. All DDC equipment will be Automated Logic's Non Proprietary Native BACnet Control System.

**SCOPE OF WORK**

- o (8) RTU's
- o (1) Steam Boiler
- o (1) Hot Water Pump
- o (1) OA Unit
- o (4) AHU's (Auditorium, Basement, 1<sup>st</sup> Floor, 2<sup>nd</sup> Floor)
  - Points include fan start/stop, fan status, OA damper, CHW valve
  - Basement AHU feeds (6) zone dampers to be controlled by the EMS.
- o LSI to provide (1) LGR for network segmentation in the 1<sup>st</sup> floor library MDF room.
- o Chillers and associated pumps are under LSI control currently.

*Thank you for your consideration of Logical Solutions, Inc. (Automated Logic) for this project. We look forward to working with you and your team. Please feel free to contact me anytime with questions.*

**PRICING**

*The below pricing does not include tax. Payment terms: Net 30 days; Progress payments*

<b>Total Project Cost:</b>	<b>\$70,570.00</b>
----------------------------	--------------------



### **Inclusions & Provisions:**

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- All Items provided and Installed by LSI will have a 1 year parts and labor warranty.
- Any and all EMS points shall be capable of Alarming Actions. Owner/ owner representative shall provide direction for alarming actions/routing.
- 110v power to LSI enclosures to be provided by others
- LSI to provide personnel to program, download, checkout and commission.
- This proposal is based on labor during normal business hours. (7am-4pm... no nights or weekends)

### **Exclusions:**

---

- Painting and patching due to install are to be provided by others if required.
- Pricing excludes any liquidated or consequential damages.
- Pricing excludes any permits or fee associated with this contract.
- The above price represents all work being done during normal business hours.
- Pricing excludes any water or air balancing.
- Proposal excludes any performance or payment bonds.
- Additional equipment or control not listed above will be added under a change order contract.



**LSI CONTROLS PROPOSAL**

<b>PREPARED FOR:</b> Henry Vasquez	<b>PROPOSAL DATE:</b> 2.27.18	<b>LIMITING DATE:</b> 12.31.18
<b>PROJECT NAME:</b> FWISD – South Hi Mount Elementary	<b>PREPARED BY:</b> Dane Martin Logical Solutions, Inc. (469)-265-1608 <a href="mailto:dmartin@lsicontrols.com">dmartin@lsicontrols.com</a>	

**PROPOSAL**

Logical Solutions, Inc. (LSI) proposes to furnish labor, equipment, and materials to extend the existing EMS System for the above referenced project. The scope of work is defined in this scope letter. All DDC equipment will be Automated Logic's Non Proprietary Native BACnet Control System.

**SCOPE OF WORK**

- o **(1) Chiller**
  - Control and monitoring points to include: Unit enable/disable, (4) compressor amp readings, supply temp, return temp.
  - Excludes control of associated CHW pump.
- o **(1) Steam Boiler and Associated Pump**
  - Points include enable/disable, status, HWS & HWR temperatures.
- o **(2) AAON Outside Air Units (swapping S6104 to SE6104A)**
  - Control points include: Enable/Disable, damper control, DAT, and space temperature.
- o **(2) Floor Air Handling Units**
  - Control points include: Unit start/stop, unit status, OA damper supply temp, return temp, cooling stages.
- o **(2) Auditorium Units**
  - Relay, CT, DAT, heat/cool stages, new electronic valves and actuators, space temp.
  - Includes lift.
- o **(2) DX Split Systems (Kitchen)**
  - District standard ZN551, Relay, CT, DAT, heat/cool stages.
- o **Includes an LGR, new OAT/H sensor, AAR's for network segmentation**

*Thank you for your consideration of Logical Solutions, Inc. (Automated Logic) for this project. We look forward to working with you and your team. Please feel free to contact me anytime with questions.*

**PRICING**

*The below pricing does not include tax. Payment terms: Net 30 days; Progress payments*

<b>Total Project Cost:</b>	<b>\$74,875.00</b>
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### **Inclusions & Provisions:**

---

- All Items provided and installed by LSI will have a 1 year parts and labor warranty.
- Any and all EMS points shall be capable of Alarming Actions. Owner/ owner representative shall provide direction for alarming actions/routing.
- 110v power to LSI enclosures to be provided by others
- LSI to provide personnel to program, download, checkout and commission.
- This proposal is based on labor during normal business hours. (7am-4pm... no nights or weekends)

### **Exclusions:**

---

- Painting and patching due to install are to be provided by others if required.
- Pricing excludes any liquidated or consequential damages.
- Pricing excludes any permits or fee associated with this contract.
- The above price represents all work being done during normal business hours.
- Pricing excludes any water or air balancing.
- Proposal excludes any performance or payment bonds.
- Additional equipment or control not listed above will be added under a change order contract.



LSI CONTROLS PROPOSAL

PREPARED FOR:	PROPOSAL DATE:	LIMITING DATE:
Henry Vasquez	2.27.18	12.31.18
PROJECT NAME:	PREPARED BY:	
FWISD – TABS #082	Dane Martin Logical Solutions, Inc. (469)-265-1608 <a href="mailto:dmartin@lsicontrols.com">dmartin@lsicontrols.com</a>	

**PROPOSAL**

Logical Solutions, Inc. (LSI) proposes to furnish labor, equipment, and materials to extend the existing EMS System for the above referenced project. The scope of work is defined in this scope letter. All DDC equipment will be Automated Logic's Non Proprietary Native BACnet Control System.

**SCOPE OF WORK**

- o (16) Classroom Terminal Boxes
  - Control points include: damper control, DAT, and space temperature.
- o (1) Rooftop Air Handling Unit
  - Control points include: Unit start/stop, unit status, OA damper, economizer damper, start/stop of exhaust fans and OA fans, supply temp, return temp, cooling stages x4.
- o (4) Gym RTU's
  - District standard ZN551, Relay, CT, DAT, heat/cool stages.
- o (2) DX Split Systems
  - District standard ZN551, Relay, CT, DAT, heat/cool stages.
- o (1) Steam Boiler and Associated Pump
  - Points include enable/disable, status, HWS & HWR temperatures.
- o Includes an LGR, new OAT/H sensor, and an AAR for network segmentation.

*Thank you for your consideration of Logical Solutions, Inc. (Automated Logic) for this project. We look forward to working with you and your team. Please feel free to contact me anytime with questions.*

**PRICING**

*The below pricing does not include tax. Payment terms: Net 30 days; Progress payments*

<b>Total Project Cost:</b>	<b>\$67,935.00</b>
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**Inclusions & Provisions:**

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- All items provided and installed by LSI will have a 1 year parts and labor warranty.
- Any and all EMS points shall be capable of Alarming Actions. Owner/ owner representative shall provide direction for alarming actions/routing.
- 110v power to LSI enclosures to be provided by others
- LSI to provide personnel to program, download, checkout and commission.
- This proposal is based on labor during normal business hours. (7am-4pm... no nights or weekends)

**Exclusions:**

---

- Painting and patching due to install are to be provided by others if required.
- Pricing excludes any liquidated or consequential damages.
- Pricing excludes any permits or fee associated with this contract.
- The above price represents all work being done during normal business hours.
- Pricing excludes any water or air balancing.
- Proposal excludes any performance or payment bonds.
- Additional equipment or control not listed above will be added under a change order contract.

## TERMS AND CONDITIONS OF SALE

1. **Parties.** Logical Solutions, Inc. is referred to herein as "Seller" and the person, firm or other entity purchasing as indicated on the front hereof is referred to herein as "Buyer." All materials, goods, services, or merchandise described on the front hereof, regardless of type, including materials delivered to the job site or to an off-site facility and for all work performed onsite and off-site are referred to herein as "Products."

2. **Acceptance of Purchase Order.** Questions furnished by Seller do not constitute an offer to sell. Questions are based upon straight time labor. Any requests by the Buyer for overtime work shall be considered an extra. The proposed amount of days when it does, unless otherwise provided by Seller. No written or oral order of Buyer shall become a binding obligation of Seller unless and until Seller has issued its order confirmation as provided herein. Seller reserves the right to reject any order if based on Buyer's creditworthiness. Sales of Products hereunder are subject to and include the Terms and Conditions of Sale set forth herein and are expressly conditioned upon Buyer's assent to any Terms and Conditions of Sale herein which are additional to or different from any terms or conditions of sale contained in any order submitted by Buyer. Without limiting the generality of this foregoing, no acknowledgment by Seller or reference by Seller to or performance by Seller under any order submitted by Buyer shall be deemed to be an acceptance by Seller of any terms or conditions contained in such order which are additional to or contrary to the Terms and Conditions of Sale contained herein.

3. **Order Cancellations.** Seller reserves its sole judgment and discretion when and under what circumstances it will approve any order changes and/or cancellations. If cancellations are accepted, a cancellation charge may be charged to Buyer in accordance with Seller's then current cancellation policy.

### 4. Prices and Payment.

(a) Unless otherwise stated, all prices are F.O.B. Seller's facility specified on the front hereof, and include standard packaging. Prices do not include applicable sales, use, excise, or value-added taxes. All work items will be added to Seller's invoice as a separate charge and will be paid by Buyer.

(b) Seller reserves the right to increase Buyer monthly fee for the Products. Engineering, design and other maintenance costs incurred prior to installation shall be included in Seller's initial invoice and be equal to 25% of the contract price. Unless otherwise provided on the front hereof, the purchase price for Products sold hereunder shall be due and payable in the full invoice amount in U.S. dollars within 30 days from the date of invoice. However, that Seller reserves the right to his sole discretion in cases of charge credit terms and to request advance payment at any time. Any check or remittance received from or for the account of Buyer may be accepted and applied by Seller against any indebtedness or obligation owing by Buyer to Seller, without prejudice to and without discharging the remainder of any such indebtedness or obligation, regardless of any condition, provision, statement, legend or notation appearing on, referring to, or accompanying such check or remittance.

(c) Any amounts payable to Seller hereunder which are not paid when due shall thereafter bear interest at the rate of fifteen percent (15%) per month or the maximum amount permitted by a applicable law, whichever is less. Time is of the essence of all payments due hereunder, and if any payment due Seller is collected at law or through a collection agency, Buyer agrees to pay all costs of collection, including, without limitation, attorney costs and reasonable attorney's fees.

(d) Upon the failure of Buyer to make any payment when due hereunder, or in the event of default, breach or repudiation by Buyer of any obligation to Seller, whether contained herein or otherwise, or if Buyer becomes insolvent, files a petition for reorganization, or if any bankruptcy, insolvency, reorganization or arrangement proceeding is commenced by or against Buyer, Seller shall have [in addition to all rights and remedies Seller may have at law or in equity] the option to: (1) cancel this and any other transactions with Buyer; (2) declare any debtors to Buyer; or (3) declare the full purchase price of all Products sold hereunder immediately due and payable.

(e) If Seller agrees in any or all the method or terms of payment with respect to a buy order placed by Buyer, such version or relation shall not affect in any manner whatsoever Seller's right thereafter to in that or any other order to require payment in accordance with the terms specified herein.

1. **Security Interest.** To secure Buyer's obligations hereunder, Seller reserves a security interest in all Products sold hereunder together with all proceeds thereof, until all payments with respect to the Products have been received by Seller. Buyer agrees upon request by Seller to perfect and maintain the security interest reserved herein. Buyer hereby constitutes and irrevocably appoints Seller as its agent and attorney-in-fact for the purpose of securing any and all financing statements, notices and other documents that may be necessary from time to time for Seller to perfect and maintain the security interest reserved herein.

2. **Delivery and Risk.** Unless otherwise provided on the front hereof, delivery of Products hereunder shall be F.O.B. Seller's facilities. Seller agrees to make arrangements, for and on behalf of Buyer, for the carriage and insurance of the Products to the address shown on the front hereof, by such means and carrier as determined by Seller unless otherwise designated by Buyer in writing. In all cases Buyer shall reimburse Seller for any additional costs or charges for express delivery or similar shipment. Unless otherwise provided on the front hereof, any arrangements and expenses incurred by Seller for carriage and insurance of Products shall be for the account of Buyer, shall be billed to Buyer and shall be due and payable together with the purchase price for the Products. Seller may ship Products in partial shipments and Seller reserves the right to invoice for partial shipments. Buyer acknowledges that the delivery date shown on the front hereof is its requested delivery date. Seller shall use reasonable efforts to arrange shipment of Products in accordance with any delivery dates set forth on the front side hereof, but such delivery dates are not guaranteed.

3. **Deferred Deliveries.** In the event of a delay in the delivery of any Products, Seller shall indemnify Buyer against all loss and additional expense incurred by Seller in connection with such deferred deliveries (including, without limitation, demurrage, handling, storage, insurance and similar charges). Transfer to storage shall be considered delivery for all purposes hereunder, including invoicing and payment, and during such storage Buyer shall bear all risks of loss or damage to Products in accordance with the terms of paragraph 4.

4. **Limited Warranty.** Seller warrants that the Products sold hereunder shall be free from defects in workmanship and material for a period of one year from the date of delivery. In the event that any Product (or component thereof) sold hereunder proves to be defective during the warranty period, Seller's sole obligation, and Buyer's sole remedy, shall be the repair or replacement of the defective Product (or component), at Seller's option. Seller shall bear costs of transporting the replacement Product (or component). Under no circumstances may Buyer return any Product or component to Seller without prior written permission from Seller. EXCEPT AS EXPRESSLY PROVIDED BY THIS PARAGRAPH, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRODUCTS OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS THE SAME.

5. **Exclusions.** The warranty provided by Seller shall not apply to any damage or failure of any Products resulting from accident, fire, misuse (including, without limitation, any use not in accordance with Seller's published specifications for the Products), improper installation, improper storage, modifications, alterations, use prior to or failure to properly maintain the Products. Buyer shall be responsible for ensuring that the Products meet its specific requirements, and Seller shall have no responsibility in connection therewith.

6. **Limitation of Liability.** In no event shall Seller be liable to Buyer or any other person, firm or entity ("Person"), whether in contract or a tort, or under any other legal theory, (including, without limitation, negligence or strict liability) for lost profits or revenues, loss of use or similar economic loss, or for any indirect, special, incidental, consequential or similar damages arising out of or in connection with the sale, delivery, non-delivery, servicing, use, maintenance, handling, unloading, installation, condition, ownership, possession, operation, selection, transportation, maintenance or return of any of the Products, or for any claim made against Buyer or any other Person, even if Seller has been advised of the possibility of such claim. In no event shall Seller's liability under any claim made by Buyer exceed the purchase price of the Products in respect of which such claim is made.

7. **Buyer's Remedies.** The Buyer's remedies with respect to Products found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PURCHASE.

12. **Force Majeure.** Seller shall not be liable for any default or delay in the performance of any of its obligations hereunder if such default or delay is caused, directly or indirectly, by fire, flood, earthquake, the absence of, or other such circumstances beyond its control, which are declared or undeclassified, rebellions or revolutions in any country, riots or civil disorders, terrorist attacks, accidents or unavoidable casualties, interruptions of transportation or communication facilities or delays in transit or communication, supply shortages or the failure of any party to perform any commitment to Seller relative to the production or delivery of any equipment as material required by Seller to perform its obligations hereunder; laws, rules, regulations, decrees or requirements, whether valid, invalid, formal or informal of any government, national or governmental agency, board or official; or any other cause, whether total or partial, or if it is an event beyond Seller's reasonable control. Seller shall notify Buyer of the happening of any such contingency within a reasonable period of time. If due to an ascertainable delay, performance cannot be completed within the original period for performance, the period for performance shall be extended for a reasonable period of time to allow for completion of performance.

### 13. Miscellaneous.

(f) **Limitation on Assignment.** Buyer shall not assign all or any portion of its rights hereunder or delegate or subcontract all or any portion of its obligations hereunder without the prior written consent of Seller.

(g) **Waiver.** No failure on the part of Seller to exercise, and no delay by Seller in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by Seller preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or consent by Seller to any breach or default by any party or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach or default in the same or any other term or condition hereof.

(h) **Governing Law.** This document and all amendments, modifications, alterations or supplements hereto, and all rights of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law.

(i) **Headings.** The headings describing the contents of paragraphs paragraphs are inserted only for convenience and shall not be construed as a part hereof or as a limitation on or enlargement of the scope of any of the terms or provisions contained herein.

(j) **Entire Agreement.** These Terms and Conditions supersede all prior discussions and agreements between the parties with respect to the subject matter hereof, and contains the sole and entire agreement between the parties with respect to the matters covered hereby. By way of illustration and not by way of limitation, all orders submitted by Buyer shall be deemed to incorporate without exception all of the Terms and Conditions of Sale contained herein notwithstanding any additional or contrary terms and conditions contained therein. Unless Seller shall expressly advise Buyer to the contrary in writing apart from the provisions of such order, no acknowledgment by Seller or reference by Seller to or performance by Seller under any such order form shall be deemed to be an acceptance by Seller of any terms or conditions contained therein which are additional to or contrary to the Terms and Conditions of Sale contained herein. The Terms and Conditions of Sale contained herein may not be modified or amended except by an instrument in writing signed by one of Seller's duly authorized officers.

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE PURCHASE OF PRE-K AND KINDERGARTEN  
SUPPLEMENTAL MATERIALS FOR SPANISH INSTRUCTION**

**BACKGROUND:**

The Spanish materials purchased will supplement the districts early childhood literacy adoption. Students will develop phonological awareness, phoneme-grapheme correspondence, visual word recognition and listening/speaking skills through authentic Spanish fairytales and nursery rhymes. Research support that students with strong literacy skills in Spanish language, such as phonemic awareness, phonics, vocabulary and reading comprehension, will be able to transfer knowledge to English.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Purchase of Pre-K and Kindergarten supplemental materials for Spanish instruction.
2. Decline to Approve Purchase of Pre-K and Kindergarten supplemental materials for Spanish instruction
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Pre-K and Kindergarten supplemental materials for Spanish instruction

**FUNDING SOURCE**

*Additional Details*

Special Revenue

263-11-6329-0D3-LOC-25-590-000000-18F90



**COST:**

\$93,465.23

**VENDOR:**

Torres Henderson Education Resources, LLC

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 15-129-A

Number of Bid/Proposals received: 211

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. This purchase is EDGAR Compliant. Three quotes were obtained and this purchase represents the best value to the District.

***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**

Proposed schools are: West Handley, Carroll Peak, Carter Park, Manuel Jara, George C. Clarke, Lily B. Clayton, E.M. Daggett, Rufino Mendoza, De Zavala, Diamond Hill, S.S. Dillow, Maude Logan, Eastern Hills, East Handley, C.C. Moss, John T. White, Harlean Beal, Rosemont Park, Glen Park, W.M. Green, Greenbriar, Van Zandt-Guinn, Hubbard Heights, H.V. Helbing, Kirkpatrick, Meadowbrook, D. McRae, Mitchell Blvd., M.H. Moore, Morningside, North Hi Mount, Oakhurst, Natha Howell, Oaklawn, M.L Phillips, Luella Merrett, Versia Williams, Sam Rosen, Sagamore Hill, Richard J. Wilson, South Hi Mount, South Hills, Springdale, W.J. Turner, Washington Heights, Waverly Park, Westcliff, Westcreek, Western Hills, Worth Heights, David K. Sellars, T.A. Sims, Woodway , Lowery Road, Alice Contreras, Clifford Davis, Cesar Chavez, Bonnie Brae, Seminary Hills, Dolores Huerta, Bilingual/ESL Department

**RATIONALE:**

The purchase of these materials will support the development of students academic Spanish vocabulary. Additionally, these materials will provide engaging activities that will build on dual language students' natural curiosity and prior knowledge to develop their reading, writing and oral language skills.

**INFORMATION SOURCE:**

Charles Carroll  
Elda M. Rojas  
Xavier Vasquez





<b>Order Form</b> <b>NEW BILLING ADDRESS</b>	Torres Henderson Education Resources, LLC	Local Contact:	Please allow 30 days for delivery
	136504 Founders Ln Crowley, TX 76036 817-975-5587	Trina Henderson 817-975-5587 <a href="mailto:trina@theducationresources.com">trina@theducationresources.com</a>	
Date	03/05/2018	Purchase Order No.	Quote Kinder

<b>Bill to:</b>	Fort Worth ISD
<b>Attention to:</b>	Bilingual/ESL/Multilingual Dept.
<b>Street:</b>	
<b>City-State-Zip:</b>	
<b>Phone #</b>	
<b>Email Address</b>	
<b>Ship to:</b> (no PO Boxes please)	
<b>Attention to:</b>	
<b>Street</b>	
<b>City-State-Zip:</b>	
<b>Phone Number:</b>	
<b>Delivery Deadline:</b>	
<b>Authorized by:</b>	
	(Signature and Title)
<b>Terms:</b>	Net 30 days to schools and other authorized institutions. Remittance must accompany orders from individuals
<b>Returns:</b>	Returns will not be accepted without prior authorization from us. A restocking fee may apply. When requesting authorization to make returns please include billing invoice number. Materials being returned must be in saleable condition and should be insured since you are responsible for all materials invoiced.
<b>Prices:</b>	Prices are subject to change because of possible price changes. We bill at the producer's last selling price. In case of sizeable increase in prices we shall notify you prior to shipment for confirmation.
<b>Shipping/Discounts</b>	Shipping: 5%; Discounts: 12% included in prediscounted price

Order Number	Quantity	Description/Color/page	12% Disc	Total
THEKSYL1	137	Syllable Kit Complete Set: Loteria, Poster, Jugando con Palabras, Syllable Dominoes, Syllable table game-Spanish	\$ 155.72	\$ 21,333.64
THEHABKit	137	Habia Una Vez Kit with puppet sets	\$ 175.96	\$ 24,106.52
THEM0323	137	Loteria partes del cuerpo	\$ 5.27	\$ 721.99
<b>Totals:</b>				\$ 46,162.15

<b>Payment Method</b>		<b>Sales Tax</b>	Exempt	EXEMPT
<b>Check</b>		<b>Shipping Disc</b>	5%	\$ 2,308.11
(Amount)	(Check #)	<b>Grand Total</b>		<b>\$ 48,470.26</b>
<b>Credit (check one)</b>	<input type="checkbox"/> VISA <input type="checkbox"/> M/C <input type="checkbox"/> AMX <input type="checkbox"/> Discover			
(Account Number)	(3-Digit Code)			
Card Holder's Name	/			
(Signature)	(Expiration Date)			
<p>If items are out of stock, should we:</p> <ol style="list-style-type: none"> <li>1. Cancel item and refund immediately</li> <li>2. Substitute comparable item</li> <li>3. Back order and send item when available</li> </ol> <p>Please send: Additional Catalogs _____</p>				
		<p><b>Thank You For Your Order!</b></p> <p><i>THE Resources does not back order titles without consent of the client</i></p>		




<b>Order Form</b> <b>NEW BILLING ADDRESS</b>	Torres Henderson Education Resources, LLC	Local Contact:	Please allow 30 days for delivery
	136504 Founders Ln Crowley, TX 76036 817-975-5587	Trina Henderson 817-975-5587 <a href="mailto:trina@theeducationresources.com">trina@theeducationresources.com</a>	
Date	3/05/2018	Purchase Order No.	Quote Pre-Kinder


<b>Bill to:</b>	Fort Worth ISD
<b>Attention to:</b>	Bilingual ESL/Multilingual Dept.
<b>Street:</b>	
<b>City-State-Zip:</b>	
<b>Phone #</b>	
<b>Email Address</b>	
<b>Ship to:</b> (no PO Boxes please)	
<b>Attention to:</b>	
<b>Street</b>	
<b>City-State-Zip:</b>	
<b>Phone Number:</b>	
<b>Delivery Deadline:</b>	
<b>Authorized by:</b>	
	(Signature and Title)
<b>Terms:</b>	Net 30 days to schools and other authorized institutions. Remittance must accompany orders from individuals
<b>Returns:</b>	Returns will not be accepted without prior authorization from us. A restocking fee may apply. When requesting authorization to make returns please include billing invoice number. Materials being returned must be in saleable condition and should be insured since you are responsible for all materials invoiced.
<b>Prices:</b>	Prices are subject to change because of possible price changes. We bill at the producer's last selling price. In case of sizeable increase in prices we shall notify you prior to shipment for confirmation.
<b>Shipping/Discounts</b>	Shipping: 5%; Discounts: 12% included in prediscounted price

Order Number	Quantity	Description/Color/page	12% Disc	Total
THEABC2	127	Spanish ABC Learning Tubs Kits (27 letter tubs with objects, Alphabet game, Poster)	\$ 165.40	\$ 21,005.80
THEJ0165 (sale)	127	Silabas asociacion	\$ 36.54	\$ 4,640.58
THEM0052	127	Loteria de silabas	\$ 11.43	\$ 1,451.61
THEM0008	127	Spanish ABC Constructor	\$ 57.19	\$ 7,263.13
THEJ0154	127	Alfamovii Script-Making Words in Spanish Large letter tiles	\$ 22.87	\$ 2,904.49
THEDomMemo	127	Mixed Domino/Memopares Spanish LA/SS/SC	\$ 43.99	\$ 5,586.73
Totals:				\$ 42,852.34

<b>Payment Method</b>		<b>Sales Tax</b>	Exempt	EXEMPT
<b>Check</b>		<b>Shipping Disc</b>	5%	\$ 2,142.63
	(Amount) (Check #)	<b>Grand Total</b>		<b>\$ 44,994.97</b>
<b>Credit (check one)</b>	<input type="checkbox"/> VISA <input type="checkbox"/> M/C <input type="checkbox"/> AMX <input type="checkbox"/> Discover			
	(Account Number) (3-Digit Code)			
<b>Card Holder's Name</b>	/			
(Signature)	(Expiration Date)			

<p>If items are out of stock, should we:</p> <ol style="list-style-type: none"> <li>1. Cancel item and refund immediately</li> <li>2. Substitute comparable item</li> <li>3. Back order and send item when available</li> </ol> <p>Please send: Additional Catalogs _____</p>		<p><b>Thank You For Your Order!</b></p> <p><i>THE Resources does not back order titles without consent of the client</i></p>
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**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE PURCHASE OF 3<sup>RD</sup> AND 4<sup>TH</sup> GRADE MATERIALS FOR SPANISH INSTRUCTION**

**BACKGROUND:**

These materials will provide access to authentic Spanish literary genres (folktales, fables, fairy tales, legends and myths) aligned with state standards for Spanish Language Arts. Furthermore, these materials will enhance academic vocabulary and language development in biliteracy. Teachers will be able to share original Spanish literary works with dual language students to develop their listening, speaking, reading and writing proficiencies. This is all in keeping with biliteracy research that maintains that the strength in learning through formal instruction in Spanish determines the extent of transfer to English. Additionally, the vendor will support the appropriate implementation of these resources by providing teacher professional learning sessions.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Purchase of 3<sup>rd</sup> and 4<sup>th</sup> grade materials for Spanish instruction.
2. Decline to Approve Purchase of 3<sup>rd</sup> and 4<sup>th</sup> grade materials for Spanish instruction
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of 3<sup>rd</sup> and 4<sup>th</sup> grade materials for Spanish instruction

**FUNDING SOURCE**

*Additional Details*

Special Revenue

263-11-6329-0D3-LOC-25-590-000000-18F90

**COST:**

\$99,495.85

**VENDOR:**

Santillana USA

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal Statistics**

Bid Number: 15-129-B

Number of Bid/Proposals Received: 68

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. This purchase is EDGAR Compliant. Three quotes were obtained and this purchase represents the best value to the District.

***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**

Proposed schools are: West Handley, Carroll Peak, Carter Park, Manuel Jara, George C. Clarke, Lily B. Clayton, E.M. Daggett, Rufino Mendoza, De Zavala, Diamond Hill, S.S. Dillow, Maude Logan, Eastern Hills, East Handley, C.C. Moss, John T. White, Harlean Beal, Rosemont Park, Glen Park, W.M. Green, Greenbriar, Van Zandt-Guinn, Hubbard Heights, H.V. Helbing, Kirkpatrick, Meadowbrook, D. McRae, Mitchell Blvd., M.H. Moore, Morningside, North Hi Mount, Oakhurst, Natha Howell, Oaklawn, M.L Phillips, Luella Merrett, Versia Williams, Sam Rosen, Sagamore Hill, Richard J. Wilson, South Hi Mount, South Hills, Springdale, W.J. Turner, Washington Heights, Waverly Park, Westcliff, Westcreek, Western Hills, Worth Heights, David K. Sellars, T.A. Sims, Woodway , Lowery Road, Alice Contreras, Clifford Davis, Cesar Chavez, Bonnie Brae, Seminary Hills, Dolores Huerta, Bilingual/ESL Department



**RATIONALE:**

The purchase of these materials will boost our dual language students' academic Spanish vocabulary. Additionally, these materials will help model sophisticated sentence structures, expose students to a variety of text features and engage them in a range of cognitively demanding content.

**INFORMATION SOURCE:**

Charles Carroll  
Elda M. Rojas  
Xavier Vasquez



**QUOTE**

Date : March 2018

2023 NW 84th Ave / Doral, FL 33121  
 Phone: 1-800-245-8584 Fax: 1-888-248-9518

SELL TO	SHIP TO
School/Compa Fort Worth ISD Multilingual Department Contact Perso Aurella Arita Street: 100 N. University City, State, ZC Fort Worth, TX 76107 Phone 817-814-2433 Email	School/Company Contact Person: Street: City, State, ZC Phone Email

COMMENTS

ITEM #	ISBN	DESCRIPTION	QUANTITY	Unit	TOTAL
1	9781631133015	<b>A+ Spanish Poetry Kit Level 4-5 (4th Grade)</b> Includes: 28 Spanish Titles (1 of each title) Poetry Resource Book by Alma Flor Ada and F. Isabel Campoy Si! Somos latinos Viva la tortuga Al viento: antologia de haikus Caleidoscopio Chuchumbe Conoce a Gabriela Mistral Conoce a Jose de San Martin Conoce a Pablo Neruda Cuentos en verso para ninos perversos Don Quijote para siempre El mejor regalo del mundo: la leyenda de la Vieja Belin El Reino del revés El rock de la momia El viaje del vikingo sonador Las cosas que odio y otras exageraciones Letras para armar poemas Loteria de advinanzas Mambro Palabrerías: Retahilas, trabalenguas, colmos y otros juegos de palabras Palabrujas Poemas de juguete Poemas de juguete II Poesía eres tu Poesía española para niños Tinke tinke Todo es canción: Antología poética Versos de pajaros Versos que se cuentan y se cantan Bins for Poetry Sets A+ sph bin sticker 4-5	121	\$409.95	\$49,603.95
2	9781631133015	<b>A+ Spanish Poetry Kit Level 4-5 (4th Grade)</b> Free with Purchase	9		\$3,669.55
		Professional Development Poetry Workshop 1 Day Free with Purchase	1		\$3,500.00
		Total Free with Purchase			\$7,169.55
<b>SUBTOTAL</b>					<b>\$49,603.95</b>

Freight 5% Waived 4,464.38  
**TOTAL \$49,603.95**

Quote Prepared by  
 Mark Taylor  
 214-997-5253  
 mtaylor@santillanusa.com



**QUOTE**

Date : March 5, 2018

2023 NW 84th Ave. / Doral, FL 33  
 Phone: 1-800-245-8584 Fax: 1-888-248-9518

BILL TO
School/Com Fort Worth ISD Multilingual Department
Contact Per: Aurelia Arita
Street: 100 N. University
City, State: Fort Worth, TX 76107
Phone: 817-814-2433
Email:

SHIP TO
School/Company
Contact Person:
Street
City, State, ZC
Phone:
Email:

ITEM #	ISBN	DESCRIPTION	QUANTITY	Unit	TOTAL
1	9781631133008	<b>A+ Spanish Poetry Kit Level 2-3 (Third Grade)</b>	122	\$403.95	\$49,801.90
		<b>Includes:</b>			
		32 Titles (1 of each title)			
		Poetry Resource Book by Alma Flor Ada and F. Isabel Campoy			
		No voy a leer, este libro			
		Pastorcita			
		Que confusion			
		Viva la tortuga			
		A,B,C			
		Animales muy normales			
		Anton Pirulero			
		Canciones para llamar al sueño			
		Cuales animales			
		Dichos de bichos			
		Don Quijote para siempre			
		El blues de los gatos			
		El mejor es mi papa			
		El mejor regalo del mundo: la leyenda de la Vieja Belen			
		El señor cosquillas			
		El sueño de una alubia			
		Festival de Calaveras			
		Letras para armar poemas			
		Mambru			
		Mmm que rico está			
		Palabrerías: Retahílas, trabalenguas, colmos y otros juegos de palabras			
		Palabrujas			
		Poesía eres tú			
		Rimas y números			
		Si, poesía			
		Todo es canción: Antología poética			
		Un buen rato con cada plato			
		Versos de pajaros			
		Versos que se cuentan y se cantan			
		Zoo loco			
		Bina for Poetry Sets			
	9781631133008	A+ Spanish Poetry Kit Level 2-3	8	\$3,271.60	
		Free with Purchase			
		Professional Development Poetry Workshop 1-Day	1	\$3,500.00	
		Free with Purchase			
		<b>Total Free with Purchase</b>		<b>\$6,771.60</b>	
		<b>SUBTOTAL</b>			<b>\$49,891.90</b>
		Discount			
		Freight 9% Waived			<b>4,490.27</b>
		<b>TOTAL</b>			<b>\$49,891.90</b>

Quote Prepared by  
 Mark Taylor  
 214-497-5353  
[mtaylor@santillanausa.com](mailto:mtaylor@santillanausa.com)

Quote for 3rd Grade Poetry Kit and Bina CD. Excludes \$5.18  
 Spanish Poetry Kit CD also

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE THE PURCHASE OF TV ADVERTISEMENTS FOR SPECIALIZED RECRUITMENT (BILINGUAL) CAMPAIGN WITH UNV TEXAS, LP-KUVN**

**BACKGROUND:**

The District must work through a targeted and far-reaching selection of recruitment marketing platforms to ensure a diverse pool of applicants for bilingual administrator, teaching and auxiliary positions to impact the development of a workforce that is student and customer-centered. Each year the District begins the school year with vacancies in the Bilingual teaching positions. This recruitment effort is one of many marketing platforms the District is engaging to extend the current reach. In an effort to reach a broader, Spanish-speaking audience, we have identified a station (KUVN-Univision, Ch. 23) which broadcasts to the entire North Texas area and is headquartered in the Metroplex. This station reaches a greater number of Fort Worth residents through a variety of attractive programming and through all of their platforms including radio, digital and social media. This advertisement will assist with the ability to reach the Fort Worth community with the important message about the Fort Worth ISD career opportunities.

We seek approval on a purchase of \$20,200 (exceeding an aggregate of \$50,000 when added to the previous purchases made by the District); this purchase will allow support of the Bilingual administrator, teaching, and auxiliary campaign to attract and engage a targeted audience, many of which are members of the Fort Worth ISD community today. Our message and goal is intended to target the Fort Worth community as a place where residents, former students, parents, and individuals returning to the Fort Worth community consider their “Future is in the Fort Worth ISD.”

This broadcast campaign will air during peak viewer times (Mid-day Noticias Edicion, Univision Contigo, and ongoing social media) during late April and early May, 2017. Additionally, Univision Radio advertisements will supplement the broadcast campaign which will also include digital advertising in Puerto Rico.

**STRATEGIC GOAL:**

**4-Dev. a Student and Customer-Centered Workforce**

**ALTERNATIVES:**

1. Approve the Purchase of TV Advertisements for Specialized Recruitment (Bilingual) Campaign with UNV Texas, LP-KUVN
2. Decline to Approve the Purchase of TV Advertisements for Specialized Recruitment (Bilingual) Campaign with UNV Texas, LP-KUVN
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Purchase of TV Advertisements for Specialized Recruitment (Bilingual) Campaign with UNV Texas, LP-KUVN

**FUNDING SOURCE**

*Additional Details*

General Fund

199-41-6499-001-750-99-105-000000

**COST:**

20,200

**VENDOR:**

UNV Texas, LP-KUVN

**PURCHASING MECHANISM**

Bid/RFP/RFQ

**Bid/Proposal Statistics**

Bid Number: 16-072-B

Number of Bid/Proposals received: 16

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**

Districtwide

**RATIONALE:**

Approval will allow the District to attract and engage a diversified pool of Bilingual teacher candidates.

**INFORMATION SOURCE:**

Cynthia Rincon  
Yassmin Lee

Vendor	Year	PO	PO Date	PO Status	Dept.	Dept Name	PO Amount	PO Balance	Amount Spent
UVN TEXAS, LP-KUVN	2018	81821439	03/08/2018	Open	835	COMM DEPT	\$38,645.00	\$38,645.00	\$0.00
UVN TEXAS, LP-KUVN	2018	81811209	10/31/2017	Open	835	COMM DEPT	\$11,200.00	\$300.00	\$10,900.00
UVN TEXAS, LP-KUVN	2018	81810377	10/23/2017	Closed	833P	PARENT ENG	\$300.00	\$0.00	\$300.00
UVN TEXAS, LP-KUVN	2018	81809587	10/16/2017	Closed	833P	PARENT ENG	\$5,150.00	\$0.00	\$5,150.00
UVN TEXAS, LP-KUVN	2018	81801892	08/03/2017	Open	835	COMM DEPT	\$20,090.00	\$3,013.50	\$17,076.50
<b>Board approval obtained on 2-27-2018 in the amount of \$78,245</b>							\$75,385.00	\$41,958.50	\$33,426.50

# Human Capital Management Initiative

## Advertising Strategy

2 week advertising campaign promoting; The mission of the Human Capital Management Department is to support the learning environment by recruiting, hiring and retaining the best employees and providing exceptional service to all of our customers.

## Goals and Objectives

- Recruit Bilingual Teachers, Bus Drivers, and other personnel to Fort Worth ISD
- Build Awareness of the various opportunities for employment at Fort Worth ISD
- Call to Action for viewers to contact the district for more information

Station	Week of 4/30	Week of 5/7
KUVN: Mid-day News		
Digital Campaign: PR focus		
Univision Contigo Support		



# Univision 23

## Human Capital Management Campaign

4/30- 5/13

2 weeks

Program	Time	Length	M	T	W	Th	F	Sa	Su	Total Spot Rate	Total Cost
Noticias Edicion Digital	11:30a-12n	:30	1	1	1	1	1			5	\$2,000
Daytime Rotator	10a-3p	:30	1	1	1	1	1			5	\$2,000
Noctias 23	5p-5:30p	:30	1	1	1					3	\$3,600
<b>Weekly</b>										<b>13</b>	<b>\$7,600</b>
<b>2 Week Total</b>										<b>26</b>	<b>\$15,200</b>



# Univision Digital

## Human Capital Management Campaign

4/30- 5/13

2 weeks

Placement	Ad Size / Social Platform	Market	Start Date	End Date	Total Imps	Gross CPM	Gross Cost
<b>Rotating Media</b>							
<b>Univision Dynamic Audience: targeting Hispanic Bilingual Job Seekers</b>							
EMAIL	HTML Email	Fort Worth	4/30/2018		20,000	\$18.00	\$360
DESKTOP	728x90, 300x250, 160x600, 300x600	Fort Worth	4/30/2018	5/13/2018	16,667	\$12.00	\$200
MOBILE	320x50, 300x250, 320x480	Fort Worth	4/30/2018	5/13/2018	33,333	\$12.00	\$400
FACEBOOK	1200x628	Fort Worth	4/30/2018	5/13/2018	12,500	\$16.00	\$200
INSTAGRAM	1080x1080	Fort Worth	4/30/2018	5/13/2018	11,875	\$16.00	\$190
DESKTOP	728x90, 300x250, 160x600, 300x600	Puerto Rico	4/30/2018	5/13/2018	16,667	\$12.00	\$200
MOBILE	320x50, 300x250, 320x480	Puerto Rico	4/30/2018	5/13/2018	87,500	\$12.00	\$1,050
FACEBOOK	1200x628	Puerto Rico	4/30/2018	5/13/2018	31,250	\$16.00	\$500
INSTAGRAM	1080x1080	Puerto Rico	4/30/2018	5/13/2018	25,000	\$16.00	\$400
<b>Univision Display Plus</b>							
<i>Univision Display Plus: includes Univision.com (Desktop/Mobile) and Univision Apps (Univision, Deportes, Noticias)</i>					66,667	\$12.00	\$800
<b>Production</b>							
<i>Email and Banner Production</i>			4/30/2018	5/13/2018		Flat Fee	\$700
<b>Rotating Media Total</b>					<b>321,458</b>	<b>\$15.55</b>	<b>\$5,000</b>
<b>GRAND TOTAL</b>					<b>321,458</b>		<b>\$5,000</b>
<b>ADDENDUM</b>							
The agency will adhere to the AAAA/IAB Standard Terms and Conditions							

[https://www.iab.com/wp-content/uploads/2015/06/IAB\\_4As-tsandcs-FINAL.pdf](https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf)  
[https://www.iab.com/wp-content/uploads/2015/06/IAB\\_4As-tsandcs-FINAL.pdf](https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf)



# Univision Contigo

## Human Capital Management Campaign: Community Empowerment Partnership Support

Contigo Community Affairs program

Shoot – May 1<sup>st</sup>

Time: 3pm

- Air Date: Univision Radio for May 6<sup>th</sup>
- Air Date: UniMas for May 7<sup>th</sup>
- Week of 5/14 inclusion in radio PSA

Social Media posting Week of May 14<sup>th</sup>

Image posting

Contigo interview clip on social media



# Recap

Station	Week of 4/30	Week of 5/7	Gross Cost
KUVN: Mid-day News			\$15,200
Digital Campaign: PR focus			\$5,000
Univision Contigo Support			Partnership Inclusion
\$20,200 Total			

\_\_\_\_\_  
Approved by:

\_\_\_\_\_  
Date:

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE RATIFICATION OF COSTS FOR ELEVATOR REPAIR AT  
DUNBAR HIGH SCHOOL**

**BACKGROUND:**

The elevator at Dunbar High School was in disrepair, causing extreme hardship for handicapped students and faculty who relied on it. The elevator is 30 years old and is original to that wing of the building. Parts were no longer available for the elevator, so it had to be modernized to become operational. Otis Elevator performed the work for a cost of \$70,766.00

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Ratification of Costs for Elevator Repair at Dunbar High School
2. Decline to Approve Ratification of Costs for Elevator Repair at Dunbar High School
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Ratification of Costs for Elevator Repair at Dunbar High School

**FUNDING SOURCE**

*Additional Details*

TRE

198-51-6299-001-005-99-501-000000

**COST:**

\$70,766.00

**VENDOR:**

Otis Elevator

**PURCHASING MECHANISM**

This purchase is in accordance with the Texas Education Code section 44.031 (h) regarding school district purchases made under emergency conditions. 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 Operations  
Dunbar High School

**RATIONALE:**

Emergency repairs to the elevator were mandatory for teaching and learning.

**INFORMATION SOURCE:**

Art Cavazos  
Gilbert Griffin



United Technologies

DATE: 2/6/2018

TO:
Forth Worth Independent School District
Attn D Kirkpatrick Elect Shop
2808 Tillar Street
Fort Worth, TX 76107

FROM:
Otis Elevator Company
2516 Gravel Road, Bldg 18
Fort Worth, TX 76118

Shari Fricke
Phone: (817) 590-4935
Fax: (860) 998-4661

EQUIPMENT LOCATION:
Dunbar High School
5700 Ramey
Fort Worth, TX

PROPOSAL NUMBER: BSF171221091519

MACHINE NUMBER(S) : Z35594

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting work. We shall be paid in full for all change orders and the base contract amount prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right to discontinue work or not turn over elevators unless payments are current.

- a. Our quoted price is based on the "Initial Payment" equaling zero percent (0%) of contract award. This amount, PLUS a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
b. Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
c. Discount Schedule - "Initial Payment." Based on the selected "Initial Payment" amount the below "Discount Schedule" shall be applied to the base contract amount:

Table with 3 columns: % PAID, % DISCOUNT, INTIAL. Rows show percentages from 100 to 70 and corresponding discounts from -5% to -2%.

- d. **Substantial Completion / "Progress Payments."** This payment is due upon substantial completion of each modernized elevator. Substantial completion is defined as a functional elevator that is accepted by you for general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator modernization. The "Progress Payment" amount shown on the SOV is divided by the total number of elevators being modernized as a part of this contract. This amount is due within five (5) days of the elevator being turned over for general use.
- e. Final payment shall be due five (5) days after acceptance of the elevator installation. Otherwise, warranties shall be suspended until payment in full is received.
- f. All change orders must be executed and paid prior to scheduling a final inspection and turn over to customer.
- g. Otis will not agree to any language referencing or implying "pay when paid." This contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.
- h. Schedule of Values

<b>SCHEDULE OF VALUES</b>		
Base Contract Amount:		\$70,766.00
Due Dates	Description	Vales
Month of Project Award	0%	\$0.00
	<b>"Initial Payment"</b>	
Month of Material Delivery	0%	\$0
	of remaining amount <b>"Material of Delivery Payment"</b>	
Upon Completion	<b>"Progress Payments"</b>	\$70,766.00

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 60 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

This proposal is bid with the understanding that materials will be ordered with sufficient lead time (as outlined in our approvals package) to allow delivery prior to June 15, 2018 (pending timely approval by FWISD). If Otis is unable to order materials in a timely manner due to delays on behalf of the owner and/or general contractor, or if delivery is requested after June 15, 2018, the owner and/or general contractor will be responsible for all cost increases incurred by Otis. An extra charge will be assessed for any double handling or re-transportation of elevator material required by the general contractor/owner or agent thereof.

**Lead Time and duration**

We anticipate approximately 2-3 Weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 3-weeks per car. All work will be performed during our regular working hours of our regular working days.



It is agreed that we do not assume possession or control of any part of the equipment but such remains yours exclusively as the owner (or lessee) thereof.

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or act of God. Under no circumstances shall we be liable for consequential damages.

It is agreed that we do not assume possession or control of any part of the equipment but such remains yours exclusively as the owner (or lessee) thereof. The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

**SECTION VIII. WORK BY OTHERS – NOT IN CONTRACT**

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities. All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

1. **AIR CONDITIONING** - Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45oF and 95oF.
2. **BUILDING POWER** - Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all of the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.
3. **SMOKE & HEAT SYSTEM** - Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller.
4. **SPRINKLERS** - Provide code compliant sprinkler system, as required, in the hoist way, pit and machine room.
5. **CUTTING & PATCHING** - Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.
6. **main disconnect** - Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.
7. **GROUND WIRE** – Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.
8. **CAR LIGHT POWER SUPPLY & DISCONNECT** - Provide a 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch for each elevator, with feeder wiring to each controller for car lights.
9. **REMOTE MONITORING POWER SUPPLY & DISCONNECT** - Provide a separate 120 volt, 15 ampere single phase-phase power supply with a SPST with a fused disconnect switch or circuit breaker for remote monitoring capable of being locked in the open position.
10. **REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS** - Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.
11. **VIDEO AND INFORMATION DISPLAY POWER SUPPLY & DISCONNECTS** - Provide each, a separate 120 volt, AC, 15 amp, single-phase power supply with fused SPST disconnect switch with duplex outlets in the machine room or other locations as required, for video displays, information

display terminals and associated controller when provided. Also provide one (1) pair of shielded/twisted conductors between controller and machine room for each unit.

12. **REMOTE PANELS** – Provide required conduit, with adequate pull boxes from the elevator hoist way(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.
13. **STANDBY POWER REQUIREMENTS** - Provide a standby power unit and a means for starting it that will deliver sufficient power to the elevator disconnect switches to operate one or more elevators at a time at full-rated speed. Provide a transfer switch for each feeder for switching from normal power to standby (emergency) power and a contact on each transfer switch closed on normal power supply with two wires from this contact to one elevator controller. Provide a means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down.
14. **(OPTIONAL) EMERGENCY RETURN UNIT (ERU)** - If an ERU battery operated lowering device is being provided with your traction elevator modernization then others are to provide a separate auxiliary contact that positively opens when the main disconnect is switched OFF in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect. If a Shunt Trip is provided, an additional contact must also be installed to prevent operation of the ERU when the Shunt Trip is activated.
15. **LIGHTING** - Any modification or installation of lights and/or GFI electrical outlets in the machine room, secondary level and/or pit to be performed by others. Provide sufficient lighting in the buildings common areas to facilitate a safe working environment.
16. **PROJECT AREA PREP WORK**- Work, as required, to keep the elevator lobbies, hoist way, machine room and storage area in a dry condition meeting all applicable codes for the entire length of the project.
17. **MACHINE ROOM ACCESS** - Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.
18. **FIRE EXTINGUISHER** - Provide fire extinguisher in elevator machine room.
19. **NON-ELEVATOR MATERIAL IN HOISTWAY** - Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoist way.
20. **HOISTWAY VENTILATION** - Provide code compliant hoist way ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoist way. Pressurizing the hoist ways, or providing vents from the top of the hoist way to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoist way or less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoist way to the machine room. If the hoist way vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.
21. **HOISTWAY LEDGES** - Provide a 75-degree angle constructed of a non-combustible material on all ledges that are 2" or greater in the hoist way, excluding multi-hatch divider beams.
22. **SIDE COUNTERWEIGHT GUARDING** – Provide and install guarding of counterweights in a multiple elevator hoist way as required, when a counterweight is located between elevators, the counterweight runway shall be guarded on the side next to the adjacent elevator. The guarding must meet or exceed the requirements of ASME A17.1 – 2007, section 2.3.2.3.
23. **SUMP HOLE GRATING** - Provide a flush grating over the sump hole located in the elevator pit.
24. **WORK BY OTHERS SCHEDULING** – All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

25. **ASBESTOS** – Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.
26. **STORAGE** - Provide dry, protected and secure storage space adjacent to the hoist way(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.
27. **DISPOSAL**- The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the owner.
28. **PIT LADDERS** - Provide a pit ladder, as required, in each pit that does not have walk in access doors. Ladder shall extend 48" above first landing access door.
29. **OPERATING ELEVATORS FOR OTHER TRADES** – If we are required to operate an elevator to facilitate the work of other trades (i.e. sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.
30. **ADDITIONAL STOPS/OPENINGS** - Extend the existing hoist ways and add additional landing (s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1.
  - a. Ledges over 2" wide shall have a 75° bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoist way. Power feeders may not run up the hoist way, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoist way.
  - b. Provide crane to bring new material and removal of the machine room equipment to new machine room.
  - c. Provide temporary roof as required to provide continuously dry hoist ways and machine rooms.
  - d. Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
  - e. Supply new machine beams and beam supports per reactions supplied by Otis.
  - f. Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoist way not placed by Otis. Cut and patch hoist ways as required to provide a legal hoist way.
  - g. Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.
  - h. Supply and install adequate support for guide rail fastening, including separator beams were required.
  - i. Provide adequate fastening for hoist way entrances and sills.
  - j. Provide finished floor elevation reference height at time of installation of new entrance sills
  - k. Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
  - l. Grout or finish blocking of new entrances to provide a fire rated enclosure.
  - m. Provide hoist beams over each elevator hoist way in machine room rated to hoist elevator machines.

- n. Finish painting of new hoist way entrances shall be by others, if prime entrances are selected.

For complete scope see Attachment A.

PRICE: \$70,766.00  
Seventy Thousand Seven Hundred Sixty-Six Dollars and no/cents.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Shari Fricke  
Title: Senior Account Manager  
E-mail: shari.fricke@otis.com

Accepted in Duplicate

CUSTOMER  
Approved by Authorized Representative

Otis Elevator Company  
Approved by Authorized Representative

Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Print Name: - \_\_\_\_\_  
 Title: - \_\_\_\_\_  
 E-mail: - \_\_\_\_\_  
 Name of Company - \_\_\_\_\_

*Handwritten signature*

Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Print Name: Bryant Waller  
 Title: - \_\_\_\_\_

- Principal, Owner or Authorized Representative of Principal or Owner
- Agent: \_\_\_\_\_  
(Name of Principal or Owner)

APPROVED AS TO LEGAL FORM

BY: *Ramona Jato*  
 Fort Worth ISD-Office of Legal Services  
 DATE: 3/20/18

**TERMS AND CONDITIONS**

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
  2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
  3. Payments shall be made as follows: A down payment of - percent (- %) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
  4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
  5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
  6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
  7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
  8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
  9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN. WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
  11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
  12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
  13. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.
  14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147 (f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by (1) clicking on "The Americas" tab on the left side of the website, (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.
  15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

Date: March 19, 2018

TO: Jonathan Bey, Executive Director, Purchasing  
FROM: Gil Griffin, General Manager, and Maintenance & Operations  
SUBJECT: Emergency Purchase Affidavit



In accordance with Texas Education Code paragraph 44.031, subchapter b. purchases; contracts,

(h) If school equipment, a school facility, or a portion of a school facility [or a part of a school facility or personal property] is destroyed, severely damaged, [as a result of an unforeseen catastrophe or emergency, undergoes major operational or structural failure,] or experiences a major unforeseen operational or structural failure, and the board of trustees determines that the delay posed by the contract methods required by this section would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for the replacement or repair of the equipment, school facility, or portion of the school facility may be made by a method other than the methods required by this section.

In accordance with Board Policy CH (LOCAL), the Board delegates the authority to make emergency purchases where school equipment or facilities are destroyed, severely damaged, or experience a major unforeseen operational or structural failure, to the Superintendent, deputy superintendent, or division chief; any such emergency purchase shall be subsequently reported to the Board [if such a purchase exceeds \$50,000.00].

**Check one of the following:**

- unforeseen catastrophe or emergency
- Major unforeseen operational or structural failure

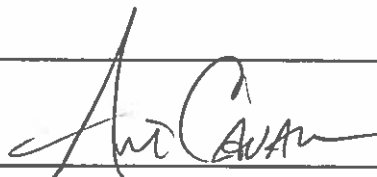
**Location of emergency:** Dunbar High School #005

**Vendor contracted with:** Otis Elevator

**Requisition number:** 11833349      **Amount of Purchase Order:** \$70,766.00  
(Attached price Quote) RFP bid

**Detailed description of the emergency:**

The elevator at Dunbar High School is original with the building making it approximately 30 years old. It has exceeded its life expectancy and parts are no longer available for repairs. It is currently not working and needs to be modernized to become operational.

  
\_\_\_\_\_  
Art Cavazos, Chief of District Operations

3-20 18  
\_\_\_\_\_  
Date

c: Donny Kirkpatrick

Attachments

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10 2018**

**TOPIC: APPROVE COMMODITY PROCESSING AND COMMERCIAL PURCHASING THROUGH INTERAGENCY AGREEMENT BETWEEN FORT WORTH ISD AND REGION 10 MULTI-REGIONAL COOPERATIVE TO PURCHASE PRODUCTS FOR THE 2018-2019 NATIONAL SCHOOL LUNCH PROGRAM**

**BACKGROUND:**

Fort Worth ISD participates in the Interagency Agreement for Region 10 Multi-regional Cooperative for both processed commodity and commercially purchased grocery items. Each year, Planned Assistance (PAL) dollars are allotted by the USDA to school districts to supplement Child Nutrition programs participating in the National School Breakfast and Lunch Programs (NSBP & NSLP). Districts participating in the NSLP are eligible to receive these allocations. Allocations are used to purchase food commodities that may be used in their raw state and/or further processed into menu items with discounts passed to the District by the manufacturers. Processed commodities will be delivered Net-Off Invoice (NOI) to each school site through the awarded Co-Op distributor. Commercial groceries will also be delivered to each site by the awarded distributor.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the commodity processing and commercial purchasing through Interagency Agreement between Fort Worth ISD and Region 10 Multi-regional Cooperative to purchase products for the 2018-2019 National School Lunch Program.
2. Decline to Approve the commodity processing and commercial purchasing through Interagency Agreement between Fort Worth ISD and Region 10 Multi-regional Cooperative to purchase products for the 2018-2019 National School Lunch Program.
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the commodity processing and commercial purchasing through Interagency Agreement between Fort Worth ISD and Region 10 Multi-regional Cooperative to purchase products for the 2018-2019 National School Lunch Program.

**FUNDING SOURCE**

***Additional Details***

Food Service Fund	701-35-6341-001-999-99-540-000000-	\$21,500,000
	701-35-6342-001-999-99-540-000000-	\$1,800,000

**COST:**

- Purchases for both commodity processed items and commercial products not to exceed \$21,500,000.
- Purchases for non-food items not to exceed \$1,800,000

**VENDOR:**

Education Service Center Region 10 Multi-regional Co-op

**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 Region 10 Education Service Center Multi-Region Purchasing Cooperative (R10RMPC). 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**

Child Nutrition Services- All sites

**RATIONALE:**

The labor cost saved by utilizing the purchasing cooperative is a great value and service to the District Child Nutrition Program.



**INFORMATION SOURCE:**

Art Cavazos  
Glenn Headlee  
Jerry Moore



January 8, 2017

**Action Required**

Re: Region 10 Multi-Region Purchasing Cooperative, SY 2018-2019

Dear Food Service Director Addressed:

The enclosed packet of materials contains pertinent information and an Interlocal Agreement to participate in the 2018-2019 Region 10 Education Service Center Multi-Region Purchasing Cooperative (R10MRPC). This packet was compiled so that districts could review the information to make an informed choice concerning district participation for the upcoming year. The information may also be used for school board presentations. **The deadline for returning the Interlocal Agreement for any or all component areas is February 28, 2018.** This deadline is necessary to facilitate the bid and ordering processes for the 2018-2019 school year, however, a district may join the R10MRPC at any time during a school year upon approval by the R10MRPC Purchasing Specialist.

The Interlocal Agreement (pages 4-11) is to be completed and signed by all districts that wish to participate in any area of the Cooperative for the 2018-2019 school year. **Please complete the Interlocal Agreement for your district and return the original signed document to the Region 10 Education Service Center, 400 E. Spring Valley Rd., Richardson, Texas 75081, attention Keri Warnick by the February 28, 2018 deadline.**

The R10MRPC is a totally self-funded entity through a Vendor Participation Fee. This fee is collected directly from the awarded vendors. Fees are used to cover expenses related to the administration and operation of R10MRPC. Studies indicate that school districts benefit through cooperative participation with a considerable cost savings. While the purchasing power of the R10MRPC is significant; the costs of goods and services continues to rise annually. Even while industry costs have increased approximately 15 percent over the past two years, the MRPC has experienced only a 9 percent or less increase for the same time period. Benefits to participating in the MRPC include reduced costs associated with advertising, paperwork, as well as reduced time and worry spent on the bidding process. MRPC members also benefit from the buying power of the Cooperative. Consideration should be given to each of these areas by any size district when making future participation decisions. Other benefits of the R10MRPC and services provided are included in the enclosed materials.

If I can be of further assistance in this matter, please call me at 972.348.1448. I am available to talk to your school board if needed. Thank you for your consideration for participation in the SY 2018-2019 R10MRPC.

Sincerely,

Keri Warnick  
Purchasing Specialist – Consultant II

Enclosures



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Page 18	Service Report/Product Comment Form
Page 19	Certificate of Authority/FND-101 Form (if applicable)

# **INTERLOCAL AGREEMENT**

**The following Interlocal Agreement for SY2018-2019 is to be completed by all districts that wish to participate in any area of the R10MRPC**

**NOTE: PLEASE COMPLETE PAGES 4 – 11, and 19-22 (SIGNATURE REQUIRED ON PAGES 9, 11 and 22 if applicable) AND RETURN WITH ORIGINAL SIGNATURE TO REGION 10 EDUCATION SERVICE CENTER AS INDICATED. BE SURE TO CHECK THE APPROPRIATE ANTICIPATED BID(S) FOR PARTICIPATION.**

**DUE: April 30, 2018**

Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
**INTERLOCAL AGREEMENT**  
**2018-2019 Contract**

**THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE AGENCIES SHOWN BELOW AS CONTRACTING PARTIES FOR THE PERIOD OF July 1, 2018, through June 30, 2019.**

**Contracting Parties**

Fort Worth ISD  
Contracting Entity (CE)

1020  
County-District Number

Region 10 Education Service Center  
Fiscal Agent

057-950  
County District Number

**STATEMENT OF SERVICES TO BE PERFORMED**

The Region 10 Multi Region Purchasing Cooperative (R10MRPC) organizes and administers the child nutrition cooperative purchasing and commodity processing program for Member Contracting Entities (CEs) in Regions 6, 7, 8, 10, 11, 12, 13, and 15. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing.

The R10MRPC does not charge a membership fee.

**ANNUAL MEMBERSHIP:**

Annual Membership includes all services offered by R10MRPC and participation in any or all of the following bids. R10MRPC procures a variety of formal, competitive sealed proposals (RFP's) to best help districts with their fiscal budgetary needs. Each district joining the R10MRPC is required to select the bids it anticipates using during the agreement school year. The selection of bid participation is seen as a commitment to purchase through R10MRPC and will be used in the scope of bid for each appropriate RFP. Prior to the release of any bid, each participating district will be asked for their anticipated quantities, although R10MRPC makes no guarantees in regard to quantities to any vendor.

1. Commodity Processing
2. Commercial/Full-Line Grocery Purchasing
3. Direct Delivery (R10MRPC approval required for participation on this bid, see pg. 8)
4. Small-wares and Chemicals/Cleaning Products (kitchen specific)
5. Fresh Produce
6. Fresh Bread
7. Milk/Dairy Products
8. Ice Cream Novelties
9. Chips and Snacks
10. Beverages (dispensed, canned, and plastic container)

**Membership duration: 7/1/2018 – 6/30/2019**

Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
**INTERLOCAL AGREEMENT**  
**2018-2019 Contract**

**LIMITATION OF AGREEMENT:** If any provision of this Agreement is deemed not in accordance with USDA (United States Department of Agriculture) or TDA (Texas Department of Agriculture) regulation or other binding legal precedent, that provision is void, but all other provisions shall remain in full force and effect.

**GENERAL PROVISIONS:**

1. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of ESC 10 are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members, because if adding a Member "materially changes the existing contract(s)" and, therefore, requires rebidding of said contract(s), the Member may not be permitted to participate in those affected contracts to avoid rebidding and possibly negatively affecting the membership in place at the time of the current contract(s) award. The Member may become effective upon any new bids or rebids being awarded or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties. Modifications may be required by law or regulation which shall require action by the R10MRPC and the Member. Failure to act by a Member, within a reasonable period of time, on legally required modifications shall terminate the Interlocal Agreement.
5. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
6. Before any Party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon.
7. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
8. All parts of this Agreement, when executed by both Parties, are binding upon the Parties and may be changed only by written agreement of the Parties.
9. Agreement must be physically signed using a "wet signature." Electronic or typed signatures will not be accepted. This Agreement can be negotiated and transmitted electronically via fax or scanned email. Currently, Region 10 districts (only) have the "e-contract" option available.

**AUTHORIZATION TO PARTICIPATE.** Each Member represents and warrants, by the execution and delivery of the Interlocal Agreement, that they have obtained all requisite authority through governing board action to enter into and perform the terms of this Agreement.

**COOPERATION AND ACCESS.** The Member agrees that it will cooperate with any reasonable requests for information and/or records made by R10MRPC. R10MRPC reserves the right to audit the relevant records of any Member during normal working hours. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Member.

**PRIMARY AND SECONDARY CONTACT.** The Member agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the Member, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the Member. The Member reserves the right to change the contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actually received by R10MRPC.

**DEFENSE AND PROSECUTION OF CLAIMS.** The Member authorizes R10MRPC, only with respect to matters arising out of or contemplated by this Agreement: (1) to control the commencement, defense, intervention or participation in a judicial, administrative or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current Member, including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in R10MRPC's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Agreement. The Member does hereby agree that any suit brought against R10MRPC or a R10MRPC employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the Member by the counsel selected by R10MRPC, in its sole discretion, or its designee, on behalf of and at the expense of R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the Member shall be extended to supply any information needed or requested in such prosecution or defense. Subject to specific revocation, the Member hereby designates R10MRPC to act as a class representative on its behalf in matters arising out of this Agreement.

**GOVERNANCE.** R10MRPC shall be governed by the Region 10 Education Service Center Board of Directors ("Board") in accordance with the applicable law and regulation. Procurement processes and procedures are governed by all applicable law and regulation.

**LIMITATIONS OF LIABILITY.** R10MRPC, ITS ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF R10MRPC SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. R10MRPC, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**NOTICE.** Any written notice to the R10MRPC shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300; faxed to 972 348-1449, Keri Warnick (contact person); or emailed to [keri.warnick@region10.org](mailto:keri.warnick@region10.org)

**FEES**

Fees required for maintaining this project are received from vendors by the R10MRPC through a Vendor Participation Fee collected on a quarterly basis throughout the school year. There is no membership fee required from participating districts or schools.

**ACCEPTANCE – COMMODITIES**

R10MRPC is granted the right to issue a cooperative bid/proposal for the processing of selected commodity foods donated by Members. R10MRPC is further granted the right to enter into a Contract for Services with the processor(s) receiving the processing award(s) for agreed upon processed end products, for the purpose of executing a service agreement on behalf of participating Members. Members will have the right and responsibility to accept the processed end product(s) for the life of the contract between R10MRPC and the processor for all commodity foods donated to, and for which processing was subsequently procured through, the R10MRPC. Excess commodities may be distributed according to USDA or TDA regulation and guidance.

**CERTIFICATE OF AUTHORITY/FND-101 FORM**

The Texas Department of Agriculture (TDA) now requires each participating Contracting Entity (CE)/School District to physically complete and sign an FND-101 form to allow their purchasing co-op access to view and enter commodity pounds into the CE's TX-UNPS Food Distribution Program (FDP) account. An FND-101 form must be signed by the Superintendent of CE for each employee of the co-op. MRPC has included an FND-101 form for each of its' employees in this Agreement packet. Please have your Superintendent complete the information requested in Section A with your district's information (pages 19, 20, and 21), and sign and date Section D on page 22, all to be returned with the other Interlocal Agreement pages.

MRPC has three employees that service the needs of each participating member district:

1. Keri Warnick, Purchasing Specialist
2. Elizabeth Gonzales, Commodity Specialist
3. Angela McCrary, Administrative Assistant

It is important that MRPC employees be given access rights to the CE's TX-UPS FDP account for the following reasons:

1. Viewing rights so that MRPC can provide technical assistance and program management to Food Service Directors.
2. Access rights to bank commodity pounds on behalf of the member CE. It is a requirement that the CE participating in the Processing of USDA Foods sign an FND-101 form for each of the co-op employees, otherwise, the MRPC will not have the ability to load the requested commodity pounds for the CE.

CE's that only utilize MRPC minimally or for the Direct Delivery bid only will not need to complete an FND-101 form. If you are a CE that participates with another co-op for your processed commodity needs, please do not sign the FND-101 forms.





Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
**INTERLOCAL AGREEMENT: 2018-2019 Contract**

**ANNUAL MEMBERSHIP: Role of the Participating Member:**

1. Commit to participate in the program by authorization of the governing body and by execution by an approved official in the appropriate space on the attached form.
2. Commit to purchasing when anticipated quantities are provided for selected bids in this Agreement.
3. Designate a primary and secondary contact for the cooperative.
4. Provide an estimated quantity request for each of the products desired through use of the online required software or as requested by the Purchasing Specialist.
5. Comply with all USDA and/or TDA regulations, including, but not limited to, Roles and Responsibilities for Further Processing of USDA Foods as per the Annual Agreement via TX-UNPS.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by Region 10 Education Service Center
7. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
8. Address product warranties and product qualities with manufacturer.
9. Pay vendors net amount due within thirty days after receipt of a correct monthly statement.
10. Participation is recommended in all bid evaluation committees for each RFP that the district is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically at all times and in accordance with all federal, state, and local guidelines, as well as R10MRPC Member Roles. The Co-op shares information with the members that at times is considered confidential and proprietary. Members may be asked to sign Non-disclosure statements and agree to the terms set forth in the agreement. Future membership in the co-op may be jeopardized based on unethical handling of sensitive cooperative information.
12. The following roles will apply to Members participating in Commodity Processing:
  - a. The Member shall access the Texas Unified Nutrition Program System (TX-UNPS) Food Distribution Program (FDP) Module on a regular basis to effectively manage USDA Foods entitlement, food requests, allocations, and as applicable, storage and delivery of USDA Foods from assigned state-contracted warehouse.
  - b. The Member shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12 and ProcessorLink) on a regular basis; and report inventory issues to R10MRPC.
  - c. The Member shall conduct Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts and credits.
  - d. The Member shall maintain copies of the original Child Nutrition ("CN") Label from the product, carton; or a photograph of the CN Label as it appears on the original product carton if available.
  - e. The Member shall attend and/or access online trainings provided by TDA on the management of the USDA Foods program to obtain the latest information on the program.

**By signing below, the joining district agrees to adhere to all of the above stated "roles" of a participating member:**

**District's Authorized Representative Signature:** \_\_\_\_\_

*Henn Acord*

**Date Signed:** \_\_\_\_\_

*March 20, 2018*

### **Direct Delivery Bid Participation:**

Districts with an interest in participation in the Direct Delivery bid must meet the four criteria listed below and be approved by the R10MRPC Purchasing Specialist. This approval may require that an on-site visit occur or that pictures be submitted for validation.

1. District must have an appropriate loading dock that would allow a delivery truck to pull up and unload minimum drops in the amounts of 5,000+ pounds.
2. District must have a forklift or other piece of equipment that would allow them to move a pallet of products safely.
3. Loading area must be 100% free of students or potential student access. Separate warehouses or storage areas of the campus are preferable.
4. District must have an appropriate sized freezer, refrigerator, and/or storage area for dry goods in large minimum drops of products.

It is the policy of Region 10 Education Service Center not to discriminate on the basis of race, color, national origin, sex or handicap in its vocational programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 503 and 504 of the Rehabilitation Act of 1973, as amended. Region 10 Education Service Center will take steps to ensure that lack of English language skills will not be a barrier to admission and participation in all educational programs and services.

Region 10 Education Service Center  
 Child Nutrition Multi Region Purchasing Cooperative Program  
**INTERLOCAL AGREEMENT: 2018-2019 Contract**

**Authorization:**

Authorized representatives of Fort Worth ISD and the Region 10 Education Service Center,  
 District/Contracting Entity

Enter into agreements to participate in the service(s) marked below for the period of July 1, 2018, through June 30, 2019.

The following list of bids are formal and sealed RFP's procured by R10MRPC on behalf of all participating members. Each joining member is required to indicate which bids will be used in the contract year of this agreement. This information is used by R10MRPC in each "Scope of Bid." Placing an "X" or "Check Mark" next to any or all bids will be considered a commitment by R10MRPC to purchase off of that selected bid.

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Full-Line Grocery    | <input checked="" type="checkbox"/> Ice Cream        | <input checked="" type="checkbox"/> Small wares                  |
| <input checked="" type="checkbox"/> Commodity Processing | <input checked="" type="checkbox"/> Beverages        | <input checked="" type="checkbox"/> Chemicals/Cleaning (kitchen) |
| <input checked="" type="checkbox"/> Milk/Dairy           | <input checked="" type="checkbox"/> Chips and Snacks | <input checked="" type="checkbox"/> Direct Delivery              |
| <input checked="" type="checkbox"/> Fresh Bread          | <input checked="" type="checkbox"/> Fresh Produce    |  |

Fort Worth ISD District/Contracting Entity      11 ESC Region      86,234 2017-2018 Enrollment

Glenn Headlee Name of Authorized Representative (Superintendent)      [Signature] Signature of Authorized Representative

Director - Child Nutrition Title of Authorized Representative      3/20/18 Date

601 E Northside Dr, Fort Worth, TX, 76164 Mailing Address, City, State, Zip Code      Tarrant County

Glenn Headlee Primary Food Service Contact      817-814-3507 Primary Contact Phone

Roy.Headlee@fwisd.org Primary Contact Email Address      01020 CE ID#

Ashley Phillips Secondary Food Service Contact      817-814-3520 Secondary Contact Phone

ashley.phillips@fwisd.org Secondary Contact Email Address

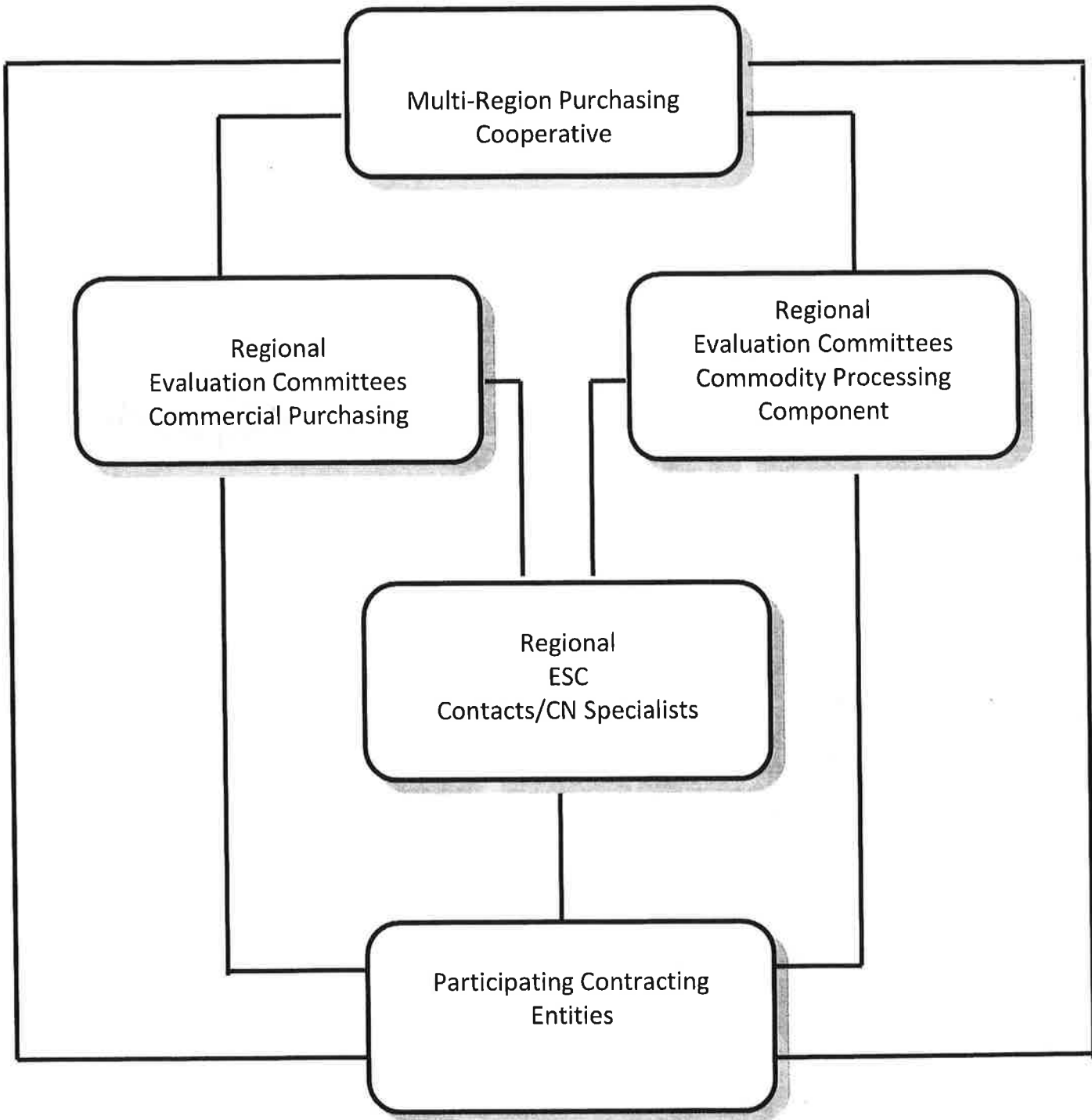
**For Region 10 MRPC Use Only**

[Signature] R10MRPC Authorized Signature      Keri Warnick R10MRPC Contact Person      \_\_\_\_\_ Date

Purchasing Specialist - Consultant II Title of Contact Person      972-348-1448 Phone

**Note: Please return pages 4 -11, signature required on pages 9 & 11, and 22 if applicable, to Angela McCrary at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081-1300 via fax: 972 348-1067 or email: angela.mccrary@region10.org by February 28, 2018.**

Interlocal Agreement  
Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
SY 2018-2019: Informational Packet



**Interlocal Agreement**  
**Region 10 Education Service Center Multi-Region Purchasing Cooperative**  
**SY 2018-2019 Calendar**

**FEBRUARY 28, 2018**

**Interlocal for SY18-19 Co-op Participation due to Region 10 ESC**

June 30, 2018

All Bid Award Catalogs to be made available via the Co-op website to all Member Districts

September 5, 2018

Multi-Region Purchasing Cooperative Online Zoom Webinar. General information and training will be shared.

September 25, 2018

R10MRPC "Annual Food Show" to be held at the Dallas Market Hall.

October 10, 2018

Commodity Processing Bid meeting. Online Zoom Webinar. Discussion and instructions for participation in the commodity bid.

January 21 – February 1, 2019

Commodity Processing meetings. Review of awarded commodity bid and overview of commodities. 4 regional meetings, dates and times TBD.

March 27, 2019

Multi-Region Purchasing Cooperative Online Zoom Webinar. General information, new bids for SY19-20 to be discussed.

**Participation in online webinar meetings, evaluation committees, R10MRPC Advisory Board, and other Multi-Region Purchasing Cooperative meetings and trainings is highly encouraged. Procurement guidelines requires participating Members to be actively involved and informed of what their purchasing cooperative is managing on their behalf. Attending as much as the Multi-Region Purchasing Cooperative has to offer is the best way to be successful in your foodservice.**

Interlocal Agreement  
Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
SY 2018-2019 Purchasing Overview

- Purpose - The goal of the Region 10 Multi-Region Purchasing Cooperative (R10MRPC) is to obtain substantial savings on specific food service items for participating Members through volume purchasing. The highest quality products for the best possible prices will be sought. The district should benefit through cost savings, meeting bid procurement requirements, and receiving items meeting Child Nutrition program requirements.
- Fee – There is no direct fee to participate in R10MRPC. R10MRPC is based on a Vendor Participation Fee that charges vendors a fixed fee of .0085 of total revenue sales. This fee is collected by R10MRPD directly from the awarded vendors on a quarterly basis.
- Delivery - The vendor will include a delivery schedule as part of each bid. Deliveries will be made weekly to each campus cafeteria unless the district makes other arrangements with the vendor(s). As per General Terms and Conditions, the vendor(s) may hold the district to a minimum delivery drop amount.
- Quantity Needs – Vendor Velocity Reports and surveys will be used to estimate future product usage for bidding purposes. The R10MRPC can best meet product needs when provided the information on items that will be served at each district.
- Ordering from the Bid Award - Orders will be made by the food service director/appointed representative to the sales representative/on-line ordering for the items awarded to each vendor. Procurement guidelines state that all purchases should be made from the original bid award list or through Micro-Purchase or Small Purchase methods depending on the value of the purchase.
- Savings to the District - Studies indicate that school districts benefit through cooperative participation with a considerable cost savings. While the purchasing power of the R10MRPC is significant; the costs of goods and services continues to rise annually. The industry standard shows increases have been approximately 15 percent for most food service goods and services over the past two years. For the same time period, the R10MRPC increases have been approximately 9 percent. Cooperative participation also reduces costs associated with advertising, paperwork, and time spent on the bidding process as well as more buying power. Consideration should be given to each of these areas by any size district when making future participation decisions.
- Communication – R10MRPC will continue to communicate effectively with all districts through email and the R10MRPC website (<https://www.region10.org/programs/multi-region-purchasing-cooperative/overview/>). The R10MRPC website is fully operational and provides real time communication as well as the most current bid award information and the Nutritional Information required for audits. Therefore, it is required that all Food Service Directors have access to email and Internet on a regular basis. Due to the constant changes in NSLP guidelines and updates to awarded bid products, R10MRPC will send out a weekly email blast, providing information in regard to bid documentation, weekly produce price lists, as well as other documents to be determined.

- Problems with Products, Deliveries, etc. – While striving to achieve quality goods and services, R10MRPC cannot guarantee that districts will never be shorted nor have items substituted. However, it is the intent of R10MRPC to follow up on any complaints received from districts regarding services from a vendor(s). The following process has been established to handle issues that may arise.
  - Each participating district will receive a Product/Service Report in the Award packet sent to districts annually. This form is also available online at <https://www.region10.org/programs/multi-region-purchasing-cooperative/overview/>, under the “Links and Docs” Tab.
  - District is to complete the form as needed and return it to Keri Warnick, Purchasing Specialist via email, to [keri.warnick@region10.org](mailto:keri.warnick@region10.org)
  - All completed forms received by R10MRPC will be addressed with the appropriate vendor within 48 hours (business) of receipt and the issuing district will be notified of a solution.
  - All submitted forms will be kept as documentation and may be used in determining future bid awards as well as legal action against current or past vendors.

By being a Member of R10MRPC, a district enhances its power to entice vendors to provide excellent products and service.



Interlocal Agreement  
Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
**SY 2018-2019 Commodity Processing Overview**

Commodity Processing provides the opportunity for districts to stretch out of pocket commercially purchased products through the use of USDA donated foods.

There are three “value pass-through” methods districts can use to receive commodity processed items as a Member of the R10MRPC:

**1. Fee for Service (FFS)**

With this method, districts determine preapproved items with the quantities of these items they wish to receive. Items are shipped to a designated private or state contracted warehouse on a district’s behalf. Cost of finished products to the district is only for added ingredients and the manufacturers cost of processing the USDA commodities into finished products. A fee is paid directly to the manufacturer by the district for this service. FFS pricing can be a cost effective form of commodity processing when products are ordered and utilized in a timely fashion.

Members that have private storage warehouses and can order large quantities for a single shipment can be designated as Direct Ship Districts for Fee for Service products. These Members will need to advise the R10MRPC if this option is selected in advance of bid procedures. Direct Ship Districts will benefit from using this option by reduction in storage fees at a state or contracted warehouse as well as other potential price reductions.

**2. Fee for Service through a Distributor (FFSD)**

The FFSD method allows districts to commit/bank pounds of raw USDA foods to be used to receive a discounted price from a distributor. This process involves combining the Commercial Food Purchasing Component and the Commodity Processing Component of the R10MRPC. Committed/banked pounds must be designated to a specific manufacturer and distributor in order to be able to receive products from a distributor at a discounted price. Advantages of these methods allow districts the flexibility of products, large choice of end products, and “just in time” delivery. FFSD is available for USDA Foods considered “non-substitutable” including beef, pork, and fruit.

**3. Net Off Invoice (NOI)**

The NOI method allows districts to commit/bank pounds of raw USDA foods to be used to receive a discount from specified commercially purchased products. This process involves combining the Commercial Food Purchasing Component and the Commodity Processing Component of the R10MRPC. Committed/banked pounds must be designated to a specific manufacturer and distributor in order to receive commodity discounts toward commercial purchases. Advantages of these methods allow districts the flexibility of products, large choice of end products, and “just in time” delivery. NOI is available for USDA Foods considered “substitutable” including cheese, chicken, turkey, fruits, vegetables, and butter.

The R10MRPC has historically assisted districts in processing USDA foods such as: beef, pork, chicken, turkey, eggs, peanut butter, fruit, and cheese (mozzarella and cheddar). Overall any commodity processing by the district reduces the out of pocket cost of an item creating overall food cost savings.

Interlocal Agreement  
Region 10 Education Service Center  
Multi-Region Purchasing Cooperative  
SY 2018-2019 Commodity Savings Overview

The following examples provide an overview of out-of-pocket expenses for two types of commodities and two types of purchasing methods.

- I. Chicken, Asian Inspired, Tangerine Sauce: 176 servings per case
  - A. Purchase through a Commercial/Full-Line Distributor (Labatt, Sysco, etc...) \*\*\*
    - i. Commodity value per case: \$ 13.63
      - a. NOI Price: \$ 124.00
      - b. Commodity Discount : - \$ 13.63
      - c. Out of pocket expense: = \$110.37
  - B. Purchase through a state awarded contracted warehouse\*\*:
    - i. Commodity value per case: \$ 13.63
      - a. FFS Price: \$ 88.88
      - b. Delivery Fee per Case: \$ + 3.00 \*
      - c. Out of pocket expense: = \$ 91.88
- II. Beef, Flame-broiled Patties: 250 patties per case.
  - A. Purchase through a Commercial/Full-Line Distributor (Labatt, Sysco, etc...) \*\*\*
    - i. Commodity value per case: \$ 75.93
      - a. FFS Price: \$ 29.36
      - b. Commodity Discount: \$ 0.00 (discount taken out by manufacturer)
      - c. Out of pocket expense: = \$ 29.36
  - B. Purchase through a state awarded contracted warehouse\*\*:
    - i. Commodity value per case: \$ 75.93
      - a. FFS Price: \$ 24.75
      - b. Delivery fee per case: \$ +3.00 \*
      - c. Out of pocket expense: = \$ 27.75

\*\*\*Districts will order products weekly as needed through the commercial distributor. Distributor pays a commercial price, gives the district an immediate commodity discount, and then requests the rebate from the processor.

\*\*Districts must request multiple cases and typically have a once-a-month delivery from the state contracted warehouse. This can make it difficult on a smaller district with smaller storage and freezer areas.

\*Delivery Fees from the Contracted Warehouse can vary depending on proximity of district location to the warehouse location. Some districts may see upwards to a \$4.00 per case delivery fee.



**Region 10 ESC Multi-Region Purchasing Cooperative  
Service/Product Comment Form**

Please use this form to report issues on products or services (positive or negative) related to any vendor, manufacturer, or distributor doing business with Region 10 Multi-Region Purchasing Co-op. Please provide as much information as possible and include any pictures taken of the product or packaging as necessary.

District Name: \_\_\_\_\_ Date: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Name of Vendor/Distributor: \_\_\_\_\_ Brand: \_\_\_\_\_

Product Name: \_\_\_\_\_ Product Code: \_\_\_\_\_

Date Received: \_\_\_\_\_ Date Used: \_\_\_\_\_

Production Date Found on Box Label: \_\_\_\_\_

Comments: \_\_\_\_\_

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 \_\_\_\_\_

Have you reported this to the vendor/distributor rep?      YES      NO      (circle or highlight one)

Vendor/Distributor Rep Name: \_\_\_\_\_ Date Reported: \_\_\_\_\_

Primary Contact Signature: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Fax or Email to:      Keri Warnick  
 Fax: 972.348.1449  
[keri.warnick@region10.org](mailto:keri.warnick@region10.org)

Office use only: Date Rcvd: Initials:
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**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVAL TO JOIN REGION ONE ESC GENERAL INTERLOCAL MEMBERSHIP AGREEMENT**

**BACKGROUND:**

Initial agreement to join Region One ESC General Interlocal Membership Agreement for TX Bank One: Region One ESC developed TX Bank One using items from master teachers, national and state -recognized assessment development organizations, and specialized assessment item development partnerships. The item bank contains over 80,000 items, is recognized statewide for its rigor. As information is released about STAAR the item bank undergoes additional reviews and alignments and new items are added to ensure full coverage for assessed grade levels and content areas. Items in non - assessed grade levels are aligned using performance level descriptors. TX Bank One items and documents are reflective of the STAAR format including griddable responses in mathematics and science, open - ended items for language arts, and process standard dual -coding. Spanish items were trans-adapted by the same company used by the state for STAAR.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Approval to join Region One ESC General Interlocal Membership Agreement
2. Decline to Approve Approval to join Region One ESC General Interlocal Membership Agreement
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Approval to join Region One ESC General Interlocal Membership Agreement

**FUNDING SOURCE**

*Additional Details*

No Cost

Joining the General Purchasing Cooperative Program. There is no fee to participate in the General Purchasing Cooperative.

**COST:**

Not Applicable

**VENDOR:**

Region One ESC Purchasing Cooperative (ROEPC)

**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**

Elementary Campuses

**RATIONALE:**

Request to join Region One ESC General Interlocal Membership Agreement. This will allow access to Region One ESC developed TX Bank One TEKs Alignment - Align to readiness and supporting standards and Depth of Knowledge Alignment.

**INFORMATION SOURCE:**

Charles Carroll  
Karen Molinar  
Khechara Bradford  
Stacy Parker  
Cherron Ukpaka

REGION ONE EDUCATION SERVICE CENTER  
PURCHASING COOPERATIVE

## GENERAL INTERLOCAL MEMBERSHIP AGREEMENT

This GENERAL INTERLOCAL MEMBERSHIP AGREEMENT (hereinafter the "Agreement") is entered into by and between the Region One Education Service Center (hereinafter the "ESC") and Fort Worth ISD (hereinafter the "Member") under authority of Chapter 791 of the Texas Government Code.

1. **Purpose.** The purpose of this Agreement is to facilitate the Member's compliance with the competitive procurement requirements for purchases through an Interlocal contract under Chapter 791 of the Texas Government Code, as authorized by Texas Education Code §44.031(a)(4); to relieve Member of the administrative burden of soliciting and obtaining prices from qualified vendors for the purchase goods and services; and to obtain potential savings for members through aggregation of demand and volume purchasing.

2. **Scope.** The scope of this Agreement is limited to the purchase of goods or service, other than engineering or architectural services or construction services, within the specified purchasing programs sponsored by ESC. The purchase of goods includes the purchase of any services reasonably required for the installation, operation, or maintenance of the goods. Otherwise, this Agreement is not limited in scope.

3. **General Membership.** To enroll in the Region One ESC General Purchasing Cooperative, requires the approval of this Agreement by the Member's governing body and by the Region One ESC Board of Directors. The General Purchasing Cooperative Program encompasses all of the ESC-sponsored purchasing cooperative programs currently active or which may become active, and which do not require payment of a special membership fee (see Paragraph #4). From time-to-time, the ESC may notify the Member of new general purchasing cooperative programs which it is activating, and poll membership interest in participating in such program.

4. **Special Membership Fee.** Membership in the General Purchasing Cooperative Program is a pre-requisite to enrolling as a member in the Special Purchasing Cooperative Program. The Special Purchasing Cooperative Program encompasses a group of ESC-sponsored purchasing cooperative programs which are currently active or which may become active, and which require the payment of an annual, non-refundable special membership fee (hereinafter the "special membership fee"). Each Special Purchasing Cooperative Program is governed by additional program-specific terms and conditions. To activate membership in any special purchasing cooperative program, a Member must pay the special membership fee required by each such program.

The ESC, presently, sponsors the following special cooperative purchasing programs:

- A. **Texas Energy Center/Electricity Aggregation Pool** (Exhibit "A")
- B. **Child Nutrition Program - South Texas Cooperative** (Exhibit "B")
- C. **Library Services and Media Cooperative** (Exhibit "C")

The special membership fee and program-specific terms and conditions of each special cooperative purchasing program are set out in the Exhibit indicated for each program. The Exhibit for each program is attached to this Agreement and incorporated herein by reference for all purposes. This special membership fee shall be used by ESC to defray its reasonable administrative costs incurred in the supervision and administration of this Agreement. From time-to-time, the ESC may notify the Member of new special cooperative purchasing programs which it is activating, and poll membership interest in participating in such program.

5. **Membership Term.** This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth shall apply to the initial term and all renewals. The membership year for each purchasing cooperative program commences on September 1 through August 31 of each calendar year. The annual special membership fee covers enrollment through the end of a membership year only.

6. **Contract Supervision and Administration.** The ESC is hereby designated the entity that shall supervise the performance of this Agreement. The ESC may employ personnel, perform administrative activities, and provide administrative services necessary to perform this interlocal contract. In its discharge of this responsibility, the ESC shall be responsible for:

- a. Soliciting requests for quantity demands from Members for goods and services;
- b. Preparing specifications for procurement of goods and services;
- c. Making public solicitations for prices from potential vendors for goods and services;
- d. Qualifying potential vendors and the vendor's goods or services, based on published criteria;
- e. Provide sufficient staff for efficient operation of the purchasing program;
- f. Tabulating price quotes, unit prices, and other information provided by vendors on goods and services and making this information available for Members;
- e. Provide Members with procedures for ordering, delivery, and billing.

7. **Amendments.** The ESC may, from time to time, amend the terms of this Agreement, including a change in program selection and an adjustment in the membership fee, as may be necessary for the reasonable supervision and administration of this Agreement and to defray its reasonable administrative costs. No amendment shall become effective until the beginning of the next renewal year; provided, the ESC has provided not less than 60 days written notice to the Members.

8. **Termination.** This Agreement may be terminated for any the following reasons:

- a. Voluntary.



- (1) The Member submits a written notice to the ESC terminating the Agreement.
- b. Involuntary (without notice).
  - (1) The Member fails to pay the annual renewal membership fee.
- c. Involuntary (with notice)
  - (1) The Member fails to abide by the terms of this Agreement and any guidelines which the ESC may adopt for the reasonable and efficient supervision and administration of this Agreement.
  - (2) The ESC gives written notice to the Member, at least ten (10) days prior to the first day of September, informing the Member that the ESC no longer intends to sponsor the purchasing cooperative.
  - (3) The ESC gives the Member thirty (30) days written notice that the Member has failed to abide by this Agreement, the Guidelines of the Purchasing Cooperative, or any procedure of the Cooperative.

9. **Program Agent.** The Member shall designate, in writing, the person or persons, who shall have express authority to represent and bind the Member in the administration of this Agreement, with respect to each purchasing program, and the ESC will not be required to contact any other individual regarding program matters:

10. **Current Revenue.** The Member hereby warrants that all payments, contributions, fees and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Member.

11. **General Conditions.** The General Conditions to this Agreement are, as follows:

- a. **Defense and Prosecution of Claims.** The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
- b. **Legal Counsel.** The ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
- c. **Purchase Contracts.** The ESC shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor procured by the ESC.
- d. **No Warranty.** The ESC does not warrant, sponsor, or endorse the goods or services of any vendor procured under this Agreement.

- e. Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Hidalgo County, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
- f. Compliance with Procurement Laws. The ESC shall endeavor to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible to for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation.

IN WITNESS WHEREOF, the parties, acting through their duly authorized agents, sign this Agreement as of \_\_\_\_\_, 20\_\_.

**REGION ONE ESC**

**MEMBER**

By: \_\_\_\_\_  
 Dr. Cornelio Gonzalez  
 Executive Director

By: \_\_\_\_\_  
 Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**REGION ONE EDUCATION SERVICE CENTER  
PURCHASING COOPERATIVE**

**MEMBER CERTIFICATION**

We, the undersigned, certify that this **INTERLOCAL MEMBERSHIP AGREEMENT** was placed on the agenda of a duly called meeting of the Member's board of trustees, and was approved by majority vote of the quorum present at said duly called meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said official action was recorded in the minutes of the meeting.

\_\_\_\_\_  
Name:  
Board President  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Name:  
Secretary of the Board  
Date: \_\_\_\_\_

*[SEAL]*

**CONSENT AGENDA ITEM  
BOARD MEETING  
APRIL 10, 2018**

**TOPIC: APPROVAL OF BUDGET AMENDMENT FOR THE PERIOD ENDED  
MARCH 31, 2018**

**BACKGROUND:**

The 2017-2018 General Fund Budget was initially adopted on June 27, 2017 and last amended through the period ended February 28, 2018. During the month of March 2018, requests were made by campuses and departments to transfer funds between functions, as reflected on the spreadsheet provided, which 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 March 31, 2018
2. Decline to Approve Budget Amendment for the period ended March 31, 2018
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Budget Amendment for the period ended March 31, 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  
Lori Boswell  
Patricia Young

**General Fund  
2017-2018  
Budget Amendment  
For The Period Ended March 31, 2018**

		<b>General Fund 2017-2018 Amended Budget for 2/28/18</b>	<b>Adjustments</b>	<b>General Fund 2017-2018 Amended Budget for 3/31/18</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>				
5700	Local Revenue	\$347,474,233		\$347,474,233
5800	State Revenue	366,634,642		366,634,642
5900	Federal Revenue	16,700,000		16,700,000
7900	Other Sources	7,795,220		7,795,220
<b>Total Revenue &amp; Other Sources</b>		<b>\$738,604,095</b>	<b>\$0</b>	<b>\$738,604,095</b>
<b><u>EXPENDITURES</u></b>				
11	Instruction	\$463,923,618	\$40,260	\$463,963,878
12	Instruction Resources and Media Services	\$11,524,865	(\$777)	\$11,524,088
13	Curriculum and Instructional Staff Development	\$12,999,251	(\$62,613)	\$12,936,638
21	Instructional Administration	\$13,419,007	(\$11,776)	\$13,407,231
23	School Administration	\$50,926,965	\$7,156	\$50,934,121
31	Guidance and Counseling Services	\$44,124,441	(\$1,025)	\$44,123,416
32	Social Work Services	\$5,130,084	\$0	\$5,130,084
33	Health Services	\$11,607,817	(\$502)	\$11,607,315
34	Student Transportation	\$20,554,720	\$0	\$20,554,720
35	Food Services	\$247,433	(\$2,148)	\$245,285
36	Cocurricular/Extracurricular Activities	\$15,649,321	\$26,397	\$15,675,718
41	General Administration	\$19,852,694	(\$200)	\$19,852,494
51	Plant Maintenance and Operations	\$85,049,189	\$2,303	\$85,051,492
52	Security and Monitoring Services	\$12,233,527	\$2,200	\$12,235,727
53	Data Processing Services	\$13,738,471	\$0	\$13,738,471
61	Community Services	\$5,315,045	\$725	\$5,315,770
71	Debt Service	\$0	\$0	\$0
81	Facilities Acquisition & Construction	\$2,805,015	\$0	\$2,805,015
95	Payments to Juvenile Justice Alt Ed Program	\$150,000	\$0	\$150,000
97	Tax Increment Financing	\$0	\$0	\$0
99	Other Intergovernmental Charges	\$2,618,300	\$0	\$2,618,300
<b>Total Budgeted Expenditures</b>		<b>\$791,869,763</b>	<b>\$0</b>	<b>\$791,869,763</b>
<b>Total Deficit</b>		<b>(\$53,265,668)</b>	<b>\$0</b>	<b>(\$53,265,668)</b>
Beginning Fund Balance (Audited)		189,960,917		189,960,917
Fund Balance-Ending (Unaudited)		<b>\$136,695,249</b>	<b>\$0</b>	<b>\$136,695,249</b>

March 31, 2018 Budget Amendment		Increase	Decrease	Net Effect
Function	Expenses			
11	Trnsfr to function 36 to fund travel to State VASE competition		20,246	
	Trnsfr from function 13 for professional learning extra-duty and substitute pay	51,531		
	Trnsfr from function 21 for ROTC student travel	14,500		
	Trnsfr from function 13 for extra-duty and supplies for #121 turn-a-round plan	14,000		
	Trnsfr to function 23, 36, 51 for miscellaneous needs at location #050		9,580	
	Trnsfr to function 23 to cover payroll for overtime, extra help, and sub for location 011 office personnel		5,604	
	Campus/Dept. normal course of District operations		4,341	
	<b>Overall effect on Function 11</b>	<b>80,031</b>	<b>39,771</b>	<b>40,260</b>
12	Campus/Dept. normal course of District operations		777	
	<b>Overall effect on Function 12</b>	<b>-</b>	<b>777</b>	<b>(777)</b>
13	Trnsfr to function 11 for extra-duty and supplies for #121 turn-a-round plan		14,000	
	Trnsfr to function 11 for professional learning extra-duty and substitute pay		51,531	
	Campus/Dept. normal course of District operations	2,918		
	<b>Overall effect on Function 13</b>	<b>2,918</b>	<b>65,531</b>	<b>(62,613)</b>
21	Trnsfr to function 11 for ROTC student travel		14,500	
	Campus/Dept. normal course of District operations	2,724		
	<b>Overall effect on Function 21</b>	<b>2,724</b>	<b>14,500</b>	<b>(11,776)</b>
23	Trnsfr from function 11 for miscellaneous needs at location #050	3,080		
	Trnsfr from function 11 to cover payroll for overtime, extra help, and sub for location 011 office personnel	5,604		
	Campus/Dept. normal course of District operations		1,528	
	<b>Overall effect on Function 23</b>	<b>8,684</b>	<b>1,528</b>	<b>7,156</b>
31	Campus/Dept. normal course of District operations		1,025	
	<b>Overall effect on Function 31</b>	<b>-</b>	<b>1,025</b>	<b>(1,025)</b>
33	Campus/Dept. normal course of District operations		502	
	<b>Overall effect on Function 33</b>	<b>-</b>	<b>502</b>	<b>(502)</b>
35	Campus/Dept. normal course of District operations		2,148	
	<b>Overall effect on Function 35</b>	<b>-</b>	<b>2,148</b>	<b>(2,148)</b>
36	Trnsfr from function 11 to fund travel to State VASE competition	20,246		
	Trnsfr from function 11 for miscellaneous needs at location #050	5,500		
	Campus/Dept. normal course of District operations	651		
	<b>Overall effect on Function 36</b>	<b>26,397</b>	<b>-</b>	<b>26,397</b>
41	Campus/Dept. normal course of District operations		200	
	<b>Overall effect on Function 41</b>	<b>-</b>	<b>200</b>	<b>(200)</b>
51	Trnsfr from function 11 for miscellaneous needs at location #050	1,000		
	Campus/Dept. normal course of District operations	1,303		
	<b>Overall effect on Function 51</b>	<b>2,303</b>	<b>-</b>	<b>2,303</b>
52	Campus/Dept. normal course of District operations	2,200		
	<b>Overall effect on Function 52</b>	<b>2,200</b>	<b>-</b>	<b>2,200</b>
61	Campus/Dept. normal course of District operations	725		
	<b>Overall effect on Function 61</b>	<b>725</b>	<b>-</b>	<b>725</b>
99	Transfer from function 11 to fund virtual class			
	<b>Overall effect on Function 99</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Total</b>	<b>125,982</b>	<b>125,982</b>	<b>-</b>

# FORT WORTH INDEPENDENT SCHOOL DISTRICT

## SUMMARY OF 2017-2018 BUDGET AMENDMENTS GENERAL FUND

	ORIGINAL	ADD/ SUBTRACT	REVISED 7/31/17	ADD/ SUBTRACT	REVISED 8/31/17	ADD/ SUBTRACT	REVISED 9/12/17	ADD/ SUBTRACT	REVISED 9/30/17	ADD/ SUBTRACT
<b>Resources (Inflows):</b>										
5700 Local and Intermediate Sources	\$346,724,233		\$346,724,233		\$346,724,233		\$346,724,233		\$346,724,233	
5800 State Program Revenues	\$380,376,630		\$380,376,630		\$380,376,630		\$380,376,630		\$380,376,630	
5900 Federal Program Revenues	\$12,300,000		\$12,300,000		\$12,300,000		\$12,300,000		\$12,300,000	
7900 Other Financing Sources	\$7,795,220		\$7,795,220		\$7,795,220		\$7,795,220		\$7,795,220	
<b>Amounts Available for Appropriations</b>	<b>747,196,083</b>		<b>747,196,083</b>		<b>747,196,083</b>		<b>747,196,083</b>		<b>747,196,083</b>	
<b>Charges to Appropriations (Outflows)</b>										
11 Instruction	465,014,869		465,014,869	(121,003)	464,893,866		464,893,866	(35,369)	464,858,497	15,506
12 Instructional Resources and Media Services	11,510,287		11,510,287	24,412	11,534,699		11,534,699	(9,500)	11,525,199	(340)
13 Curriculum Development and Instructional Personnel Development	13,113,760		13,113,760	60,073	13,173,833		13,173,833	(147,962)	13,025,871	4,700
21 Instructional Administration	13,346,611		13,346,611	6,000	13,352,611		13,352,611	49,172	13,401,783	9,700
23 School Administration	50,829,086		50,829,086	25,850	50,854,936		50,854,936	5,740	50,860,676	8,148
31 Guidance and Counseling Services	44,002,740		44,002,740	18,399	44,021,139		44,021,139	(66,651)	43,954,488	(500)
32 Attendance and Social Work Services	4,982,325		4,982,325	(15,356)	4,966,969		4,966,969	183,920	5,150,889	(30,000)
33 Health Services	11,590,926		11,590,926	2,500	11,593,426		11,593,426	300	11,593,726	
34 Student (pupil) Transportation	20,560,964		20,560,964	(1,000)	20,559,964		20,559,964		20,559,964	(5,000)
35 Food Services	258,400		258,400		258,400		258,400	3,300	261,700	(5,300)
36 Cocurricular/Extracurricular Activities	15,631,316		15,631,316	(3,000)	15,628,316		15,628,316	(105)	15,628,211	(6,000)
41 General Administration	20,117,146		20,117,146		20,117,146		20,117,146	(6,000)	20,111,146	
51 Plant Maintenance and Operations	87,182,360		87,182,360	125	87,182,485		87,182,485	13,655	87,196,140	7,531
52 Security and Monitoring Services	12,533,422		12,533,422		12,533,422		12,533,422	250	12,533,672	1,055
53 Data Processing Services	13,822,926		13,822,926		13,822,926		13,822,926		13,822,926	
61 Community Services	5,459,536		5,459,536	1,000	5,460,536		5,460,536	450	5,460,986	500
71 Debt Service										
81 Facilities Acquisition & Construction	2,838,315		2,838,315		2,838,315	3,194,000	6,032,315		6,032,315	
95 Juvenile Justice Alternative Education	150,000		150,000		150,000		150,000		150,000	
97 Tax Increment Financing										
99 Other Intergovernmental Charges	2,600,000		2,600,000	2,000	2,602,000		2,602,000	8,800	2,610,800	
<b>Total Charges to Appropriations</b>	<b>795,544,989</b>		<b>795,544,989</b>		<b>795,544,989</b>		<b>798,738,989</b>		<b>798,738,989</b>	<b>0</b>
Net Change in Fund Balance	(48,348,906)		(48,348,906)		(48,348,906)		(51,542,906)		(51,542,906)	
Fund Balance-Beginning (Audited)	189,960,917		189,960,917		189,960,917		189,960,917		189,960,917	
<b>Fund Balances-Ending (Unaudited)</b>	<b>\$141,612,011</b>		<b>\$141,612,011</b>		<b>\$141,612,011</b>		<b>\$138,418,011</b>		<b>\$138,418,011</b>	





REVISED 10/31/17	ADD/ SUBTRACT	REVISED 11/30/17	ADD/ SUBTRACT	REVISED 12/31/17	ADD/ SUBTRACT	REVISED 1/23/18	ADD/ SUBTRACT	REVISED 1/31/18	ADD/ SUBTRACT	REVISED 2/28/18	ADD/ SUBTRACT	REVISED 3/31/18
\$346,724,233		\$346,724,233		\$346,724,233	\$750,000	\$347,474,233		\$347,474,233		\$347,474,233		\$347,474,233
\$380,376,630		\$380,376,630		\$380,376,630	(\$13,741,988)	\$366,634,642		\$366,634,642		\$366,634,642		\$366,634,642
\$12,300,000		\$12,300,000		\$12,300,000	\$4,400,000	\$16,700,000		\$16,700,000		\$16,700,000		\$16,700,000
\$7,795,220		\$7,795,220		\$7,795,220		\$7,795,220		\$7,795,220		\$7,795,220		\$7,795,220
747,196,083		747,196,083		747,196,083	(8,591,988)	738,604,095		738,604,095		738,604,095		738,604,095
464,874,003	(87,365)	464,786,638	(53,987)	464,732,651	(634,959)	464,097,692	(97,421)	464,000,271	(76,653)	463,923,618	40,260	463,963,878
11,524,859	(4,547)	11,520,312	1,064	11,521,376		11,521,376	10,500	11,531,876	(7,011)	11,524,865	(777)	11,524,088
13,030,571	(13,318)	13,017,253	(17,909)	12,999,344	(10,500)	12,988,844	21,786	13,010,630	(11,379)	12,999,251	(62,613)	12,936,638
13,411,483	44,900	13,456,383	5,500	13,461,883	(54,826)	13,407,057	(2,913)	13,404,144	14,863	13,419,007	(11,776)	13,407,231
50,868,824	14,489	50,883,313	13,323	50,896,636		50,896,636	2,098	50,898,734	28,231	50,926,965	7,156	50,934,121
43,953,988	(3,956)	43,950,032	17,262	43,967,294	(3,500)	43,963,794	133,000	44,096,794	27,647	44,124,441	(1,025)	44,123,416
5,120,889		5,120,889	600	5,121,489		5,121,489		5,121,489	8,595	5,130,084		5,130,084
11,593,726	13,055	11,606,781	(61)	11,606,720		11,606,720		11,606,720	1,097	11,607,817	(502)	11,607,315
20,554,964	(244)	20,554,720		20,554,720		20,554,720		20,554,720		20,554,720		20,554,720
256,400	(1,165)	255,235		255,235		255,235	(6,050)	249,185	(1,752)	247,433	(2,148)	245,285
15,622,211	22,665	15,644,876	482	15,645,358		15,645,358	52,000	15,697,358	(48,037)	15,649,321	26,397	15,675,718
20,111,146	(4,900)	20,106,246	8,500	20,114,746	(337,130)	19,777,616	100	19,777,716	74,978	19,852,694	(200)	19,852,494
87,203,671	1,444	87,205,115	(49,569)	87,155,546	(2,105,200)	85,050,346	(900)	85,049,446	(257)	85,049,189	2,303	85,051,492
12,534,727	745	12,535,472	(700)	12,534,772	(300,000)	12,234,772	(200)	12,234,572	(1,045)	12,233,527	2,200	12,235,727
13,822,926	100	13,823,026	60,756	13,883,782	(148,311)	13,735,471	3,000	13,738,471		13,738,471		13,738,471
5,461,486	18,097	5,479,583	12,239	5,491,822	(45,000)	5,446,822	(115,000)	5,331,822	(16,777)	5,315,045	725	5,315,770
6,032,315		6,032,315	2,500	6,034,815	(3,229,800)	2,805,015		2,805,015		2,805,015		2,805,015
150,000		150,000		150,000		150,000		150,000		150,000		150,000
2,610,800		2,610,800		2,610,800		2,610,800		2,610,800	7,500	2,618,300		2,618,300
798,738,989	(0)	798,738,989		798,738,989	(6,869,226)	791,869,763		791,869,763		791,869,763		791,869,763
(51,542,906)		(51,542,906)		(51,542,906)	(1,722,762)	(53,265,668)		(53,265,668)		(53,265,668)		(53,265,668)
189,960,917		189,960,917		189,960,917		189,960,917		189,960,917		189,960,917		189,960,917
<b>\$138,418,011</b>		<b>\$138,418,011</b>		<b>\$138,418,011</b>	<b>(\$1,722,762)</b>	<b>\$136,695,249</b>		<b>\$136,695,249</b>		<b>\$136,695,249</b>		<b>\$136,695,249</b>

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**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVAL OF UPDATED INTERLOCAL COOPERATION AGREEMENT FOR OPERATION OF SCHOOL-BASED HEALTH CENTER BETWEEN TARRANT COUNTY HOSPITAL DISTRICT, D/B/A JPS HEALTH NETWORK AND FORT WORTH ISD (TO PROVIDE SERVICES AT: EASTERN HILLS ELEMENTARY SCHOOL, FOREST OAK MIDDLE SCHOOL, J.P. ELDER MIDDLE SCHOOL, SOUTHSIDE, AND WESTERN HILLS PRIMARY)**

**BACKGROUND:**

Fort Worth ISD, in partnership with JPS Health Network and community behavioral health providers, operates 6 School Based Health Centers (SBHC) and 4 Family Resource Centers (FRC) at the following locations:

**SBHC/FRC**

Forest Oak - 3500 Pecos Street, Fort Worth, TX 76119  
Northside – 2011 Prospect Avenue, Fort Worth, TX 76164  
Western Hills – 8340 Mojave Trail, Fort Worth, TX 76116

**SBHC**

Eastern Hills – 5900 Yosemite Drive, Fort Worth, TX 76112  
Southside – 2115 Hemphill Street, Fort Worth, TX 76110  
Haltom City – 2807 Layton Avenue, Fort Worth, TX 76117

**FRC**

Riverside – 1550 Bolton Street, Fort Worth, TX 76111

These clinics provide an affordable medical home to children in our district. Approval of this Interlocal Agreement between Fort Worth ISD and JPS Health Network allows us to continue to provide a variety of basic health services to meet the needs of all students. Typical services include: Sick visits, immunizations, assessment of minor injuries, school physicals, health check-ups, and disease management such as acne, asthma, diabetes, allergies and weight problems.

The Interlocal Agreement was approved by the JPS Board and signed by Mr. Robert Earley on October 12, 2017. It was not sent to Fort Worth ISD until December 6, 2017. FWISD Legal reviewed on December 7, 2017 and recommended changes. These recommendations were sent back to JPS on December 11, 2017. This office was contacted on February 15, 2018 by TCHD Attorney and was then put in contact with FWISD Legal Office. Recommended changes were accepted between both parties and current version received on February 20, 2018.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve Updated Interlocal Cooperation Agreement For Operation Of School-Based Health Center Between JPS Health Network And Fort Worth ISD (To Provide Services At Eastern Hills Elementary School, Forest Oak Middle School, J.P. Elder Middle School, Southside, Western Hills Primary)
2. Decline to Approve Updated Interlocal Cooperation Agreement For Operation Of School-Based Health Center Between JPS Health Network And Fort Worth ISD (To Provide Services At Eastern Hills Elementary School, Forest Oak Middle School, J.P. Elder Middle School, Southside, Western Hills Primary)
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Updated Interlocal Cooperation Agreement For Operation Of School-Based Health Center Between JPS Health Network And Fort Worth ISD (To Provide Services At Eastern Hills Elementary School, Forest Oak Middle School, J.P. Elder Middle School, Southside, Western Hills Primary)

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable.

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

## **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**

Family & Community Resources

### **RATIONALE:**

Approval of this interlocal agreement would continue to allow the indigent and needy residents of Tarrant County the ability to seek health care services.

### **INFORMATION SOURCE:**

Cherie Washington  
Michael Steinert  
Ottis Goodwin

THE STATE OF TEXAS

§

COUNTY OF TARRANT

§

**INTERLOCAL COOPERATION AGREEMENT FOR OPERATION OF  
SCHOOL-BASED HEALTH CENTERS**

This Interlocal Cooperation Agreement for the Operation of School Based Health Centers ("Agreement") is made this the 31<sup>st</sup> day of October, 2017, and entered into by and between the Tarrant County Hospital District, d/b/a JPS Health Network ("TCHD") and the Fort Worth Independent School District ("FWISD"), each a unit of local government, having been duly authorized by their respective governing bodies pursuant to and in compliance with the provisions of the Interlocal Cooperation Act, Government Code Section 791.000 et seq. to enter into this Agreement. TCHD and FWISD may be referred to individually as a "Party" to this Agreement and they may be referred to collectively as the "Parties" to this Agreement.

**RECITALS**

WHEREAS, TCHD, in furtherance of its statutory obligation to provide health care services to the indigent and needy residents of Tarrant County, Texas, owns and operates a fully accredited, integrated health care delivery system providing health care services throughout and serving the residents of Tarrant County, Texas; and

WHEREAS, FWISD is a Texas public school district and wishes to establish a School-Based Health Center (as defined herein) at one or more of its school campuses; and

WHEREAS, TCHD has developed and maintained the infrastructure, expertise and resources necessary to provide clinical services required and appropriate for the operation of school-based health centers and has established multiple school-based health centers in Tarrant County, Texas; and

WHEREAS, it is the Parties' intention to mutually establish and maintain a quality school-based health center program to benefit the citizens of Tarrant County, Texas and the Eligible Children (as defined herein); and

WHEREAS, in accordance with Government Code Section 791.011, the Parties desire to enter into this Agreement to set forth the purpose, terms, rights and duties of the Parties with respect to establishing and maintaining a School-Based Health Center at one or more FWISD campuses.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, TCHD and FWISD do hereby agree as follows:

**1. DEFINITIONS.**

- a. **Agreement:** Agreement shall mean this Interlocal Cooperation Agreement between TCHD and FWISD for operation of the School-Based Health Center (defined below).

- b. **Clinic Patients:** **Clinic Patients** shall mean any Eligible Child (as defined herein).
- c. **Commencement Date:** The **Commencement Date** of this Agreement shall be October 31, 2017, or the first day of any Renewal Term hereof.
- d. **Eligible Child:** **Eligible Child** shall mean an individual who is 23 years old or younger and who: (1) resides within the boundaries for the FWISD; (2) is enrolled at a FWISD school; or (3) is currently insured.
- e. **Family Planning Services:** **Family Planning Services** includes, without limitation, the following services: abstinence education, birth control, treatment of sexually transmitted diseases and gender-specific general health issues. Family Planning Services provided to a Clinic Patient shall be conducted and delivered in accordance with applicable provisions of the Texas Family Code and the Texas Education Code.
- f. **FERPA:** **FERPA** shall mean the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the regulations promulgated thereunder, as amended.
- g. **FWISD:** **FWISD** shall mean the Fort Worth Independent School District in Tarrant County, Texas.
- h. **FWISD School Nurses:** **FWISD School Nurses** shall mean licensed vocational nurses or registered nurses duly authorized to practice nursing in the State of Texas and employed as school nurses by FWISD.
- i. **Health Care Team:** **Health Care Team** shall mean the staff/personnel (as determined in TCHD's sole discretion) providing services at the School-Based Health Center(s) which may be comprised of: a supervising physician, a Mid-level provider (Nurse Practitioner or Physician Assistant), Licensed Vocational Nurse and/or a registration representative. Decisions regarding SBHC (defined herein) staffing levels and adjustments to SBHC staffing configurations shall be determined at the sole discretion of TCHD.
- j. **HIPAA:** **HIPAA** shall mean the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d)) and the regulations promulgated thereunder, as amended.
- k. **Joint Commission:** **Joint Commission** shall mean the independent, not-for-profit organization that accredits and certifies health care organizations and programs in the United States. Joint Commission standards are located at [www.jointcommission.org](http://www.jointcommission.org).
- l. **Laboratory Testing:** **Laboratory Testing** shall, at the sole discretion of the Health Care Team, mean and include, but not be limited to: (i) onsite testing for communicable diseases such as strep throat, influenza, tuberculosis, sexually transmitted diseases and other communicable diseases; (ii) onsite diagnostic testing such as hemoglobin urinalysis, glucose and pregnancy screening; and (iii) collection of blood, urine and other bodily fluid specimens for offsite testing.
- m. **Protected Health Information or "PHI":** **Protected Health Information or PHI** shall mean health information, including demographic information collected from an individual, that: (i) is created or received by a health care provider, health plan, employer, or health care clearing house, (ii) relates to the past, present, or future physical or mental health

or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, (iii) identifies the individual or can reasonably be used to identify the individual, and (iv) is transmitted or maintained in any form or medium.

- n. **School-Based Health Center ("SBHC"):** **School-Based Health Center** or **SBHC** shall mean the health center(s) located at one or more FWISD campuses or other locations established pursuant to this Agreement.
- o. **Student Education Records:** **Student Education Records** shall mean the Clinic Patients' confidential student education records as that term is defined and utilized in FERPA and the regulations promulgated thereunder, as amended.
- p. **Term:** ~~The Term of the Agreement shall be for a period of three years from the Commencement Date, subject to the provisions of Section 7 herein.~~
- q. **TCHD:** **TCHD** shall mean the Tarrant County Hospital District d/b/a JPS Health Network.

**2. CLINICAL SERVICES AND HEALTH CARE TEAM.** TCHD will provide a Health Care Team at each SBHC for the provision of clinical services to Clinic Patients. The clinical services to be provided by the Health Care Team, at TCHD's sole discretion, and under the direction of a supervising physician (who, at TCHD's sole discretion, may or may not be onsite), may include, without limitation the following: general physicals, sports physicals, treatment of minor illnesses and injuries, monitoring of chronic conditions, testing and treatment of communicable diseases such as strep throat, influenza, tuberculosis, sexually transmitted diseases and other communicable diseases, Family Planning Services, and Laboratory Testing (all based upon the Health Care Team's assessment of each Clinic Patient's condition). The Health Care Team shall confer with and direct the FWISD School Nurses regarding appropriate triage, referral and follow-up with respect to the Health Care Team's prescribed treatments to the Clinic Patients. With respect to Clinic Patients requiring services offered by other Tarrant County agencies, the Health Care Team has the discretion to refer such Clinic Patients to such other Tarrant County agencies, as and when, in its sole discretion, it deems appropriate and necessary.

Individualized education regarding a Clinic Patient's healthcare and treatment may be provided as the Clinic Patient's educational needs are identified by the Health Care Team. Services to dependent minors related to family-life responsibilities such as counseling about teenage growth and development, personal responsibility and decision-making will be provided with parental consent. Family Planning Services will only be provided to students who: (i) have made a request for such services and who have completed all necessary consent forms and other documentation required by law, TCHD and/or FWISD. Family Planning Services shall be conducted in accordance with the applicable provisions of the Texas Family Code and the Texas Education Code. The SBHC will not present abortion as a family planning option.

**3. HOURS OF SERVICE.** The proposed hours of service for each SBHC shall be set by TCHD based upon TCHD's assessment of the utilization of the SBHC. Clinic Patients may seek services at other TCHD health care facilities during clinic closings. After hours emergencies will be referred to the appropriate TCHD or other health care facility or provider.

**4. FEES FOR SERVICES.** Fees for the services rendered by the Health Care Team will be charged according to the then current applicable TCHD policies, as amended or revised from time to time.

**5. LOCATION.** The Health Care Team will provide services in the SBHC provided by FWISD at the locations set forth and identified on the attached Exhibit "A", which exhibit is incorporated herein for all purposes.

**6. MAINTENANCE.**

a. Maintenance and Other Responsibilities of FWISD. The SBHC space, security, custodial services, utilities, and other standard maintenance items and responsibilities shall be arranged for, provided, and maintained by FWISD. FWISD shall maintain this space in compliance with the Occupational Safety and Health Act of 1970 ("OSHA") and applicable Joint Commission standards. However, and only with respect to the Western Hills School Based Health Center, FWISD shall own, service, maintain, and, as necessary, replace, all the medical equipment and related items to be located at the Western Hills School Based Health Center (the "Western Hills Medical Equipment") as set forth and identified on Exhibit "B", which exhibit is attached hereto and incorporated herein for all purposes.

b. Maintenance and Other Responsibilities of TCHD. With the exception of the Western Hills Medical Equipment provided, installed and maintained by FWISD, at all locations shown in Exhibit "A", other than the Western Hills location, all examination room furnishings, examination room equipment, including, but not limited to office equipment, computers, fax machines, and other similar office equipment, and all medical equipment shall be arranged for, provided by, and maintained by TCHD. Medical supplies and medications shall be arranged for, provided by, and maintained by TCHD at all locations shown in Exhibit "A".

c. In the event of a dispute between the parties regarding the parties respective maintenance responsibilities, the parties agree to confer and to negotiate in good faith to reach an amicable solution agreeable to both parties.

**7. RENEWAL AND TERMINATION.** This Agreement shall terminate after the expiration of three (3) years from the original Commencement Date hereof unless the extension of this Agreement is expressly consented to in written instrument signed by of all the Parties hereto. Notwithstanding the foregoing, however, this Agreement may be terminated after any Commencement Date by either Party hereto upon sixty (60) days written notice to the other Party in accordance with the "Notice" provision of Section 17 herein.

**8. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between TCHD and the FWISD relating to the rights herein granted and the obligations herein assumed, and supersedes all prior written or oral agreements or communications between the parties regarding the subject matter hereof.

**9. FISCAL FUNDING.** The Parties hereby acknowledge and agree that TCHD and FWISD are each governmental entities, subject to annual budgetary processes, and restrictions on spending in conformity with those processes, approved budgets, and applicable law. The Parties further agree that, notwithstanding any other language in this Agreement, if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's formally and finally approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated, any



such Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing formally and finally approved budget. Should this Agreement terminate under the provisions of this Section, the terminating Party will provide the other Party with written Notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the terminating Party's fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, the Parties hereto warrant and represent that any expenditures of funds for services to be provided hereunder will be made from current revenues available to the Party making the expenditures

**10. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions and the venue of any litigation arising from this Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. Additionally, the venue of any dispute resolution proceeding shall be in Fort Worth, Tarrant County, Texas.

**11. DISPUTE RESOLUTION.** Each Party agrees to follow the rules and regulations of its own organization. In the event of a conflict between these rules and regulations, administrative representatives of both entities shall discuss the issue and seek a solution that is mutually beneficial, if determined feasible by the Parties.

**12. HIPAA COMPLIANCE.** To the extent required by the provisions of HIPAA and the regulations promulgated thereunder, FWISD, its officers, employees and representatives shall keep confidential and appropriately safeguard PHI made available to or obtained by FWISD, its officers, employees and representatives pursuant to this Agreement regarding Clinic Patients, and shall comply with all federal and state laws, rules and regulations pertaining to patient confidentiality and the use and disclosure of Information regarding Clinic Patients. Without limiting the obligations of FWISD otherwise set forth in this Agreement or imposed by applicable law, FWISD agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity FWISD performs in connection with this Agreement, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"). The Parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") and the Health Insurance Reform: Security Standards (the "Security Standard") published by the U.S. Department of Health and Human Services ("HHS") at 45 C.F.R. parts 160 and 164 under HIPAA, as amended. Specifically, FWISD shall:

- (a) not use or disclose PHI other than as permitted or required by this Agreement or as required by law;
- (b) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of the TCHD and otherwise use appropriate safeguards to prevent use or disclosure of PHI, other than as provided for by this Agreement;
- (c) report to TCHD any use or disclosure of PHI not provided for by this Agreement, and report any security incident, of which FWISD becomes aware;

- (d) make PHI available to TCHD in accordance with applicable law;
- (e) permit TCHD to access PHI to make or permit others to make amendments to PHI in accordance with applicable law;
- (f) make available to TCHD the information in its possession required to provide an accounting of FWISD's disclosures of PHI as required by applicable law;
- (g) make FWISD's internal practices, books, and records relating to the use and disclosure of PHI received from TCHD available to the Secretary of the United States Health & Human Services for purposes of determining TCHD's compliance with applicable law; and
- (h) upon expiration or termination of this Agreement, return to TCHD or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, FWISD agrees to extend all protections contained in this Agreement to FWISD's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

FWISD agrees that it will negotiate in good faith an amendment to this Agreement if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

**13. FERPA COMPLIANCE.** The Parties acknowledge that certain information about the Clinic Patients is contained in student education records ("FERPA Records") maintained by the Parties and that the FERPA Records are confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) ("FERPA") and related FWISD Board of Trustees Policy ("FWISD Board Policy") and shall not be disclosed to any unauthorized person unless valid consent is obtained from the Clinic Patients or their legal guardians. Both parties agree to protect these records in accordance with FERPA and FWISD Board Policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. Upon FWISD's receipt of a request from TCHD related to a particular Clinic Patient, FWISD shall advise TCHD whether that Clinic Patient or his/her legal guardian has provided consent to release information to an extent broader than as provided for by FERPA or FWISD Board Policy. Additionally, TCHD agrees that it may from time to time create, receive from or on behalf of FWISD, or have access to such FERPA Records. TCHD represents, warrants, and agrees that, to the extent TCHD receives or has access to such FERPA Records, it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by FWISD, and/or the Clinic Patients or their legal guardians in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which TCHD protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of FWISD TCHD agrees to provide FWISD with a written summary of the procedures TCHD uses to safeguard the FERPA Records.

**14. BINDING AGREEMENT.** The parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The Individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the parties hereto.

**15. FORCE MAJEURE.** Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable supplies or materials, or any similar cause beyond the reasonable control of the parties.

**16. PUBLIC INFORMATION.** The parties acknowledge that each of them is a governmental body under Chapter 552 of the Texas Government Code and in such capacity each party acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid request for public information. Therefore, each party hereby assumes full responsibility for challenging any request for information it considers confidential under Chapter 552. Each party hereby agrees to notify the other Party of any request for public information that seeks disclosure of potentially confidential information under this Agreement.

**17. NOTICES.** All notices given by a party under this Agreement shall be delivered in writing either by personal delivery or by United States mail. All notices under this Agreement shall be deemed given to a Party when received by such Party's designated representative. The designated representative for each Party is as follows:

Dr. Kent Scribner  
Superintendent  
Fort Worth Independent School District  
100 N. University Drive  
Fort Worth, Texas 76107

Robert Earley  
President and CEO  
Tarrant County Hospital District  
1500 S. Main Street  
Fort Worth, Texas 76104

**18. MODIFICATION.** The terms of this Agreement may be modified only by written agreement duly signed by persons authorized to sign agreements on behalf of TCHD and the FWISD.

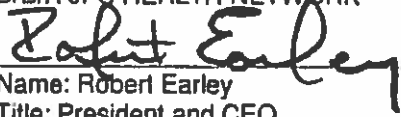
**19. NEW AGREEMENT.** This Agreement is an entirely new agreement which, upon (i) its execution by all the Parties hereto, and (ii) its final approval by the governing bodies of the respective Parties, takes the place of and supersedes the October 1, 2010 Agreement in its entirety, and thereafter the October 1, 2010 Agreement shall be and become null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as reflected by the signatures of their duly authorized agents below.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

TARRANT COUNTY HOSPITAL DISTRICT  
D/B/A JPS HEALTH NETWORK

\_\_\_\_\_  
Name: Dr. Kent Scribner  
Title: Superintendent

  
\_\_\_\_\_  
Name: Robert Earley  
Title: President and CEO

Date: \_\_\_\_\_

Date: October 12, 2017

W:\1111460 TCHD\Documents\SBC ICA subfiles\Fort Worth\FWISD Interlocal SBC Cooperation Agreement final (V2) 091817.docx

APPROVED AS TO LEGAL FORM

BY:   
\_\_\_\_\_  
Fort Worth ISD-Office of Legal Services

DATE: 3/19/18

**EXHIBIT "A"**

**To Interlocal Cooperation Agreement for Operation of School-Based Centers  
Between TCHD and FWISD**

**SCHOOL-BASED HEALTH CENTER LOCATIONS**

1. Eastern Hills Elementary School  
5900 Yosemite Drive  
Fort Worth, Texas 76112
  
2. Forest Oak Middle School  
3250 Pecos Street  
Fort Worth, Texas 76119
  
3. J. P. Elder Middle School  
2011 Prospect Avenue  
Fort Worth, Texas 76164
  
4. Southside  
2115 Hemphill Street  
Fort Worth, Texas 76110
  
5. Western Hills  
8376 Mojave Trail  
Fort Worth, Texas 76116

**EXHIBIT "B"**

To Interlocal Cooperation Agreement for Operation of School-Based Centers  
Between TCHD and FWISD

**LIST OF MEDICAL EQUIPMENT AND RELATED ITEMS TO BE SUPPLIED  
AT THE WESTERN HILLS SCHOOL BASED CENTER**

[LIST ON FOLLOWING PAGE]

**Western Hills School Based Health Center Medical Equipment**

Equipment	QTY	Each	Total Cost	To be Provided By:	
				FWISD Grant	JPS
Exam Tables (Ritter 204)	3	975	2934	x	
Otoscope/ophthalmoscope wall units	3	878	2634	x	
Adult scale	1	1100	1100	x	
Centrifuge	1	4000	4000	x	
Clinitek- Status Analyzer	1	493	493	x	
Laboratory Refrigerator	1	265	265	x	
Microscope	1	938	938	x	
Audiometer	1	575	575	x	
Computer/Monitor	3	676	676		x
Printer/Copy/Fax	1	500	500		x
Desk printer	1	370	370		x
Scanner	2	100	2000		x
Dynamapp	1	2500	2500	x	
OAE Hearing screener	1	3000	3000	x	
Baby Scale	1	1130	1130	x	
Fetal Doppler	1	553	553	x	
Pulse Oximeter	1	1000	1000	x	
Hemocue	1	981	981	x	
Goose Neck Lamp	3	112	336	x	
Task Chairs	3	399	1197	x	
Mayo stands	3	135	405	x	
Exam stools	3	250	750	x	
Nebulizers	3	195	585	x	
Speculum light source	2	207	414	x	
Hamper	1	195	195	x	
Wood Lamp	1	349	349	x	
Titmus 2S-Vision Screener	1	2160	2160	x	
Glucometer/docking station	1	890	890	x	
Temporal thermometers	2	328	656	x	
Urinalysis instrument	1	700	700	x	
Biohazard cabinet	1	500	500	x	
Safe	1	700	700	x	
Laptops-wireless	3	1300	3900		x
Vaccine refrigerator	1	1500	1500		x
AED Machine -with adult and pediatric paddles	1			x	

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE EVERFI, INC. AND THE FORT WORTH ISD  
MEMORANDUM OF UNDERSTANDING AGREEMENT**

**BACKGROUND:**

EverFi provides digital curriculum to schools within the District at no cost. EverFi is a leading education technology company with the mission to help Districts teach critical topics such as financial capability, character education, career choice and digital literacy. In addition, EverFi provides opportunities for schools to interact with program sponsors, including special events, classroom visits, and other opportunities.

**STRATEGIC GOAL:**

**4-Dev. a Student and Customer-Centered Workforce**

**ALTERNATIVES:**

1. Approve Everfi, Inc. and the Fort Worth ISD Memorandum of Understanding Agreement
2. Decline to Approve Everfi, Inc. and the Fort Worth ISD Memorandum of Understanding Agreement
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Everfi, Inc. and the Fort Worth ISD Memorandum of Understanding Agreement

**FUNDING SOURCE**

*Additional Details*

No Cost

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**

All Fort Worth ISD campuses, College and Career Readiness Dept., Career and Technical Education Dept.

**RATIONALE:**

EVERFI is an education technology company with the mission to help Districts teach critical topics such as financial capability, character education, career choice and digital literacy at no cost. This curriculum will be available the entire school year and in the summer, and the specific resources and objectives.

**INFORMATION SOURCE:**

Charles Carroll  
David Saenz  
Vanessa Ritenour  
Briana Nistler

## **EVERFI, Inc. and the Fort Worth ISD**

### **Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (the "*Agreement*") is made and entered into as of the 20<sup>th</sup> day of April, 2018 "*Effective Date*"), by and between EVERFI, Inc. ("EVERFI") and the Fort Worth ISD, on behalf of itself and each of its participating schools (collectively, "District"). For purposes of this Agreement, EVERFI and the District shall be referred to individually as a "Party" and collectively as the "Parties".

**WHEREAS**, EVERFI is a leading education technology company with the mission to help Districts teach critical topics such as financial capability, character education, career choice and digital literacy; and

**WHEREAS**, the District wants to empower students to succeed in school, college, careers and life and believes that EVERFI's digital curriculum will help teachers provide engaging, high quality, and consistent instruction to do so; and

**WHEREAS**, EVERFI and the District desire to create an agreement to bring EVERFI curriculum to schools within the District.

**NOW, THEREFORE**, for good consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

#### **Responsibilities of EVERFI:**

EVERFI shall:

- Provide EverFi's sponsored digital curriculum to schools within the District at no cost. This curriculum will be available the entire school year and in the summer, and the specific resources and objectives can be found at [www.EVERFI.com/k12](http://www.EVERFI.com/k12).
- Provide free professional development (PD) for teachers. EVERFI can deliver PD on an individual teacher/school basis or large group basis. Large group PD's are preferred.
- Provide real-time data for teachers on student progress via a digital teacher dashboard.
- Provide 24/7 support to teachers regarding implementation or technical questions related to its digital curriculum.
- Provide an annual Impact Report to the District highlighting the impact of the curriculum.
- Provide opportunities for schools, as available, to interact with program sponsors, including special events, classroom visits, and other opportunities.
- Include District teachers and administrators in webinars and other events hosted by EVERFI about life skills for students.
- Provide the District with marketing materials to promote the program and its impact, including press releases, social media guides, and more.

- Meet high standards for student data privacy – EVERFI’s K12 policy is outlined in Exhibit A.
- Provide the District with an EVERFI point of contact for the program and for any contract related questions.
- Provide access to EVERFI’s curriculum through the District’s SSO provider.

**Responsibilities of the District:**

The District shall:

- Identify an overall point person for EVERFI to coordinate an annual meeting and other partnership details.
- Identify additional points of contact, for each subject area, who can help determine the appropriate placement for EVERFI sponsored learning courses. The placement of the courses will aim to reach the most students and achieve the best student outcomes.
- Invite EVERFI staff to present at relevant teacher PD’s throughout the school year or help set up other means of training teachers.
- Meet with EVERFI staff annually over the summer to review the results of the annual Impact Report and to discuss the partnership for the following school year.
- Complete an annual survey providing feedback to EVERFI staff about the partnership.
- As District deems appropriate, share elements of the partnership via social media and other outlets or provide a thank you or recognition to the sponsors funding EVERFI’s programs.
- Ensure that EVERFI has teacher and student SIS information for all relevant grades and subject areas prior to the beginning of each school year. This information will be used by EVERFI to provide teachers and students access to the EVERFI curriculum through the district’s single-sign-on. See exhibit B for EVERFI’s full K12 data sharing agreement.

**Term:**

This Agreement is for the entire school year and will renew automatically each year on July 1<sup>st</sup> for the upcoming and academic year unless EVERFI or the District give one month notice of termination. Both EVERFI and the District also reserve the right to terminate this Agreement upon thirty (30) days prior written notice if the other Party fails to perform the terms and conditions in this Agreement.

**Mutual Protections:**

This Agreement shall be interpreted and governed by the laws of the state of Texas, excluding any laws that direct the application of another jurisdiction's law.

Except as required by law, neither Party shall be liable to the other for consequential, special, punitive, incidental or indirect damages whether arising in contract, in tort or otherwise in connection with performance or failure to perform the Agreement.

In the event that any provision or provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

Any modification or assignment of the Agreement will be effective only if in writing and signed by both parties. A waiver of any term or condition of this Agreement must be in writing executed by both parties.

Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested.

This Agreement may be executed in any number of counterparts.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date and year first above written.

**EVERFI, INC.**

**DISTRICT Fort Worth ISD**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Print: Charles T. Carroll

Title: \_\_\_\_\_

Title: Chief Academic Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **EVERFI K12 Data Privacy Policy**

#### **Overview**

As a provider of online content, EVERFI takes student privacy very seriously and complies with two specific pieces of legislation protecting student privacy:

- **Family Education Rights and Privacy Act (FERPA):** Mandated by the Department of Education to protect the privacy of education records while still allowing for effective use of data.
- **Children’s Online Privacy Protection Act (COPPA):** Mandated by the FTC to protect children under 13 from unfair or deceptive uses of personal information.

Both of these regulations address third party handling of Personally Identifiable Information (PII) and Education Records. EVERFI collects a narrow set of PII, referred to as “Directory Information” under FERPA. Schools have the right to share this information with EVERFI, and EVERFI has the right to store this information so long as the information is not disclosed to third parties, and there are proper measures in place to delete all records upon request.

As a practice, EVERFI only uses PII for core business practices such as troubleshooting technical issues and presenting teachers with reports for individual students (such as rosters and scores). All student data, when analyzed internally or shared externally, is aggregated and de-identified, meaning it cannot be traced back to individual students.

#### **PII Related Data Being Stored (K-12)**

- Date of Birth is requested (to support COPPA compliance) but is only stored as an over/under 13 flag.
- If a student is flagged as over 13, email is optional and first name and last name are required.
- If a student is flagged as under 13, email is not collected and first name and first initial of last name (1 character only) is required for the sole purpose of helping teachers identify students. As an alternative, teachers can direct students to register with ID numbers instead of names.

#### **General Privacy Policy and Data Security**

##### **EVERFI DOES NOT:**

- Use student data to create student profiles or perform any other type of data mining that might result in damaging or discriminatory representations of student ability
- Use or sell student data for commercial purposes, such as creating targeted ads
- Use or sell student data for marketing research purposes
- Share email addresses or individual student data with third parties
- Store PII data on removable drives
- Email PII data directly to anyone

##### **EVERFI DOES:**

- Analyze and report on student data in de-identifiable and/or aggregate form, either to improve our learning products or communicate the impact of a program to third parties
- Use best of breed cloud-based hosting and system admin services in Amazon Web Services to host and keep all data secure
- Encrypt all data at rest, encrypt all hard-drives, and use TLS encryption for data transfer
- Use role-based access control on a need-to-know basis for staff
- Incorporate appropriate password policies based on specific roles and markets
- Archive and remove student data every 4 years (on a rolling basis)
- Run vulnerability and penetration security testing
- Have formal policies and programs in place regarding:
  - System Change Management
  - Staff Security Training and Review
  - System Log Monitoring, Review, and Audit
  - User Access Monitoring, Review, and Audit
  - Service Interruption Contingency and Support Escalation

**Exhibit B**  
**EVERFI K12 Data Sharing Agreement**

Description of Data to be provided upon written consent to the following conditions and restrictions, the District will provide the following digital data, as requested, to EVERFI through Clever:

1<sup>st</sup>-12<sup>th</sup> Grade Teachers: First Name, Last Name, Email, Subject, School, Section, Grade, Clever ID, Sections  
1<sup>st</sup> – 12<sup>th</sup> Grade Students: First Name, Last Name or Last Initial, Email (optional), School, Birth date, Clever ID

**Terms of Agreement**

Data provided by the District is subject to the following conditions and restrictions:

**A. Subject Data Layers Conditions and Restrictions:**

1. Digital layers provided by the District are solely for the original recipient's internal use in the conduct of its educational affairs.
2. No digital layers may be reproduced or redistributed without the District prior written permission.
3. Access to the digital data provided by the District shall be exclusively for the contractor/volunteer and employees only. The term 'employee' shall mean any person directly employed on a full-time or part-time basis by the District. The term 'employee' shall also be construed to mean any contractor, consultant or any similar person or entity hired by the District for a limited purpose.
4. The District shall require any third party contractor hired to perform work that utilizes digital data to agree not to use, reproduce, or redistribute the District data for any purpose other than indicated by prior agreement. All copies of District data used by a third party contractor must be returned to District upon contract work completion. The provisions of this paragraph apply in equal force to any independent contractor the District employee or approved volunteer shall provide any third party contractor with a copy of this signed agreement and the District representative shall approve data exchange.

**B. Liabilities and Limitations for the Accuracy of Digital Data Provided:**

1. By signing this Agreement, The User shall become contractually bound to all provisions stated in this Agreement.
2. Although the District has verified the digital data to the best of its ability, the District makes no representations of any kind as to its complete accuracy; nor does it guarantee the complete accuracy of any digital data furnished. The District additionally makes no warranties of merchantability or fitness for a particular use, nor is such warranties to be implied, with respect to the digital data provided under this Agreement.
3. The User is responsible for understanding the accuracy limitations of all digital data provided. In particular, alterations and/or manipulation of the original data may adversely affect their accuracy, meaning, and design integrity.
4. The User agrees to hold the District and all its employees, and agents harmless from any claim, suit, or proceeding arising out of the use of the data in accordance with this agreement, including indemnification of the District for reasonable expenses incurred in defending such claims.

**C. Production of Printed Map/Report/Publication Products Using Digital Data Provided:**

1. The User may not reproduce digital data layers in the form of a printed product provided while assuming duties as stated.
2. Any maps, reports, or publications created using the digital data provided by the District shall give credit to the District by using the following statement/disclaimer:  
"This (map/report/publication/data) was created using the District's Information Systems digital data, but this is a secondary product which has not been verified or authorized by District"

**D. Sharing of the District Data with Other Persons or Entities:**

If at any time during the course of this Agreement, The User determines that it is necessary to share portions of the District data with a person or entity not employed by the District as a consultant, contractor, or any similar person or entity for a limited public purpose, The User shall first request permission from the District before sharing any portion of the District data, unless otherwise committed

by this Agreement or as required by law. Any such request shall be in writing to the District and shall specify the persons or entities The User wishes to share the District data with and the reasons why such sharing of information is necessary. Permission for The User to share the District data provided by the District with other parties shall not be unreasonably withheld if such sharing of information is necessary to further legitimate legal purposes. Commercial or revenue-generating uses of the District data shall not be considered a legitimate purpose.

The undersigned hereby accepts and agrees to be bound by the terms and conditions set forth in the Data Sharing Agreement. It is fully understood that pursuant to this agreement the undersigned is permitted to utilize digital information provided by the District, solely in the conduct of its own educational business affairs. Any other use unless with prior written permission from the District shall be deemed unauthorized.

The District makes no representations of any kind, including but not limited to the warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied, with respect to the digital data furnished hereunder.

The District assumes no responsibility to maintain them in any manner or form.

**CONSENT AGENDA ITEM  
BOARD MEETING  
APRIL 10, 2018**

**TOPIC: APPROVE CONTRACT FOR CON MI MADRE**

**BACKGROUND:**

Con Mi MADRE not only strives to help young Latinas to graduate high school, but to graduate prepared for post-secondary education, or what is known as "college ready". At the current rate of postsecondary degree completion in the U.S., by 2020, our country will fall short 5 million educated workers necessary to maintain our economy. Latina/o children are the fastest growing population, particularly in Texas, with the potential to fill our nation's need for an educated workforce. However, a Latina student in Texas is 2 times more likely to drop out of high school and 2 times less likely to earn a college education compared to her female classmates. If she gets pregnant in high school, her chances of a college education drop to 2%. Latina/o economic success, and the success of our broader economy, hinges on helping Latina youth break the cycle, earn a postsecondary degree, and join our educated workforce. Con Mi MADRE provides young Latinas with a 260% better chance at a college education.

In the Post-Secondary Preparedness program, girls and their mothers are encouraged and supported to maintain good grades, take AP coursework, have a deeper understanding of post-secondary expectations as well as increase financial literacy, confidence, and their support system. To participate or enroll in post-secondary education, girls have to take college prep exams, complete and submit college applications and financial aid paperwork (e.g., FAFSA). The Post-Secondary Participation program focuses on helping young Latinas through the process of enrolling in post-secondary education. The success of post-secondary education is not only measured by the completion of a traditional 4-year degree, but also includes obtaining an associate's degree or a technical/specialized post-secondary degree program. The Post-Secondary Success program, also known as the GRAD program, helps the participants achieve this goal.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve contract for Con Mi MADRE.
2. Decline to Approve contract for Con Mi MADRE.
3. Remand to staff for further study.



**SUPERINTENDENT’S RECOMMENDATION:**

Approve contract for Con Mi MADRE.

**FUNDING SOURCE**

*Additional Details*

General Fund

199-31-6299-001-999-24-336-000000

**COST:**

\$50,976.39

**VENDOR:**

Con Mi MADRE

**PURCHASING MECHANISM**

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 16-089-P

Number of Bid/Proposals received: 14

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. 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**

FWISD Secondary Campuses

## **RATIONALE:**

Con Mi MADRE begins recruiting students in the spring semester of their 5th grade year. Early exposure to positive thinking will pave the way to a more successful future. One of the most unique features of Con Mi MADRE is that they make parental involvement with the students a requirement. Not only do students join their program, but parents as well. If a mother is not present in the household, they ask students to join with an adult who will serve as their mentor through this journey. Con Mi MADRE's programming is culturally relevant. That means, not only their workshops and conferences presented bilingually, but their topics are created with the Latino Community in mind. Con Mi MADRE aids families on their journey to higher education through a holistic approach, which includes 4 areas: relationships, academics, social and emotional. They not only aid students to do well on academics, but their programming also focuses on creating stronger Latina women socially and emotionally, by building relationships of trust between the organization, staff, mentors, families, and more importantly their mothers.

Fort Worth ISD is partnering with Con Mi MADRE to assist young Latina students in being prepared for college, career, and community leadership.

## **INFORMATION SOURCE:**

Sherry Breed  
Cherie Washington  
Jerry Moore



Con Mi MADRE empowers young Latinas and their mothers through bilingual education and support services that increase preparedness, participation, and success in post-secondary education.

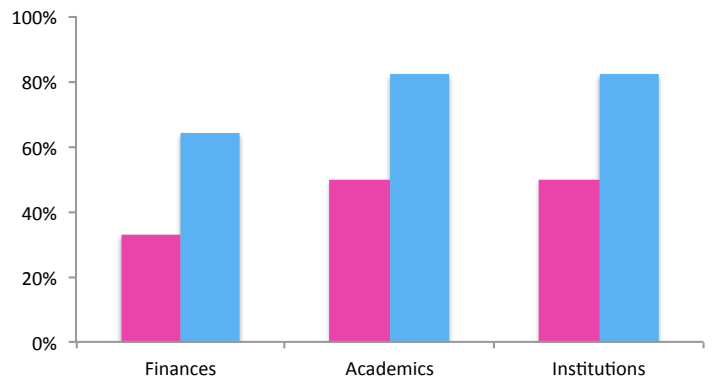
**We have been partners with Austin Independent School District for 25 years.**

**In 2016-2017, 100% of our AISD Con Mi MADRE seniors graduated from high school, 100% applied to a post-secondary institution, and 90% enrolled into a post-secondary institution!**

Each year, Con Mi MADRE surveys students at the beginning and end of the year to determine impact of our curriculum. Survey questions are focused on the topics of the curriculum for that year. The following report is for the 2016-2017 academic year. The charts show the beginning of the year survey results (pink), before curriculum implementation, compared to the end of the year results (blue), after curriculum implementation.

■ Pretest data      ■ Post-test data

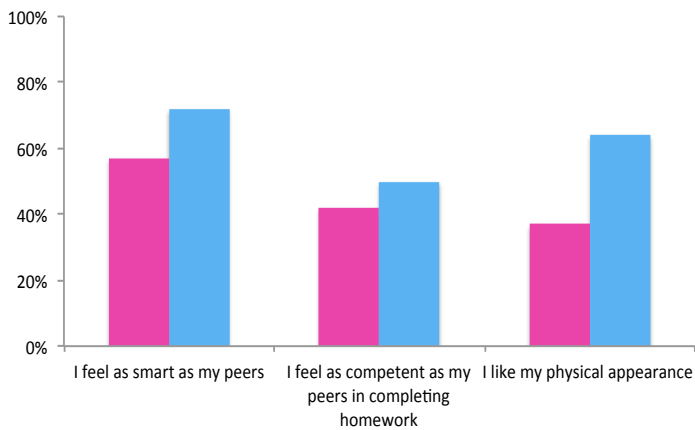
### 6th Grade College Knowledge



#### GRADES

- 21% increase in GPA
- 81% of students have GPA at/above a 3.0

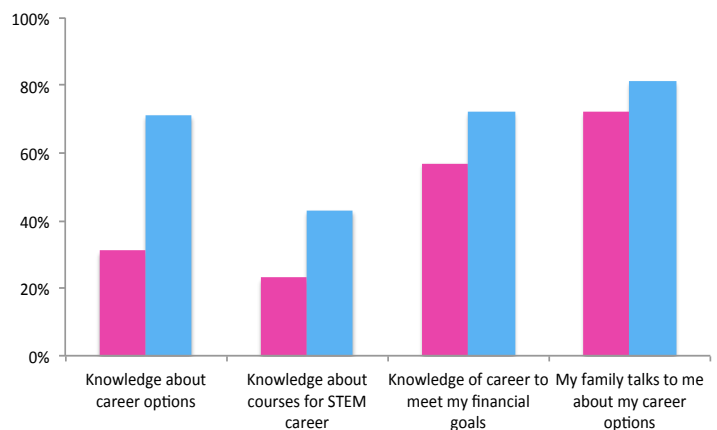
### 7th Grade Self-Esteem



#### GRADES

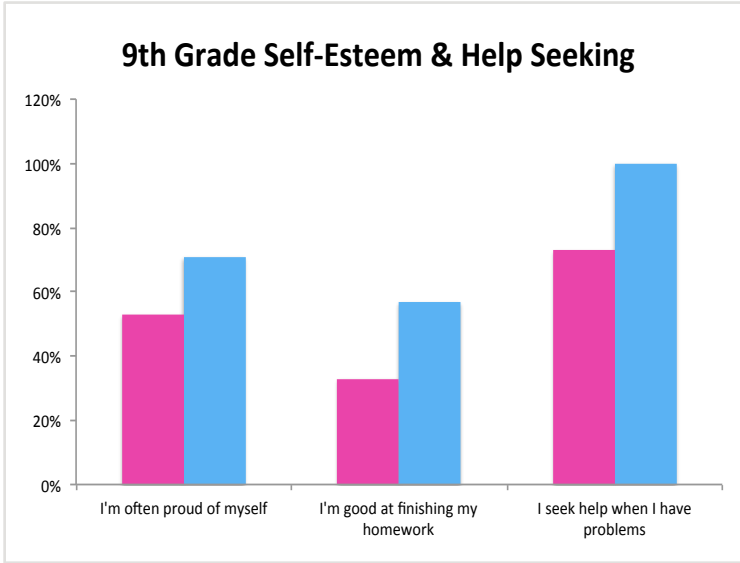
- 33% increase in GPA
- 81% of students have GPA at/above a 3.0

### 8th Grade Career Knowledge



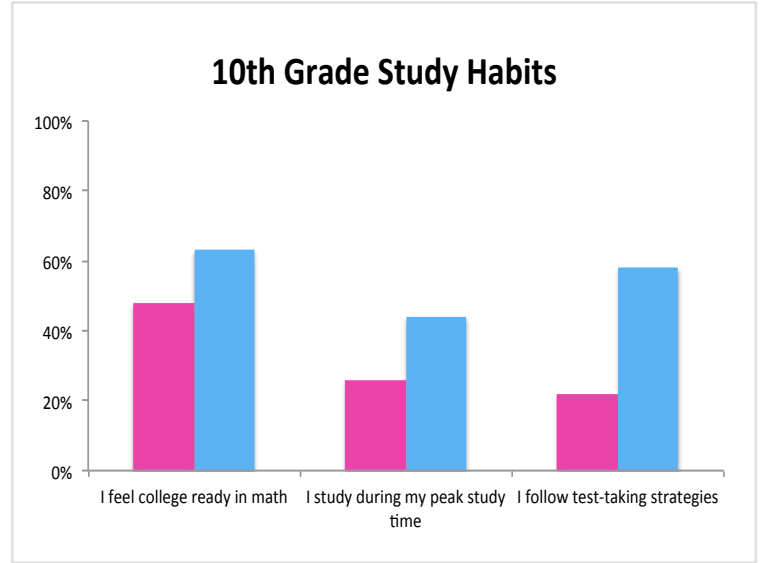
#### GRADES

- 26% increase in GPA
- 87% of students have GPA at/above a 3.0



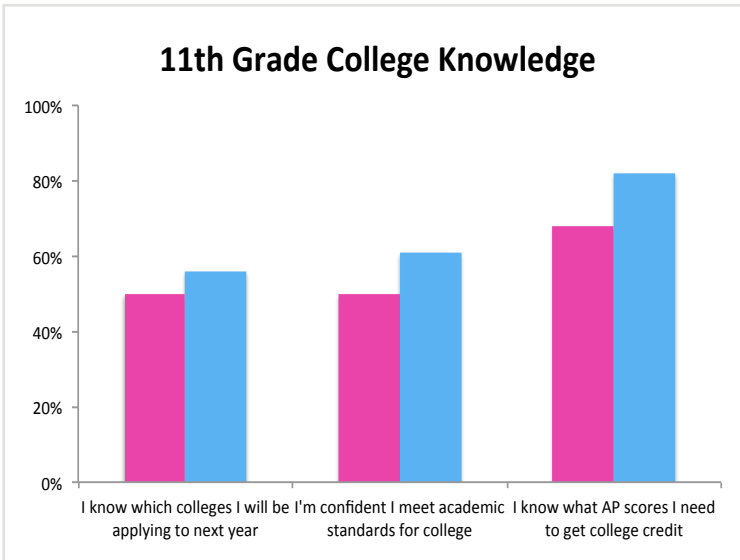
#### GRADES

- 36% increase in GPA
- 76% of students have GPA at/above a 3.0



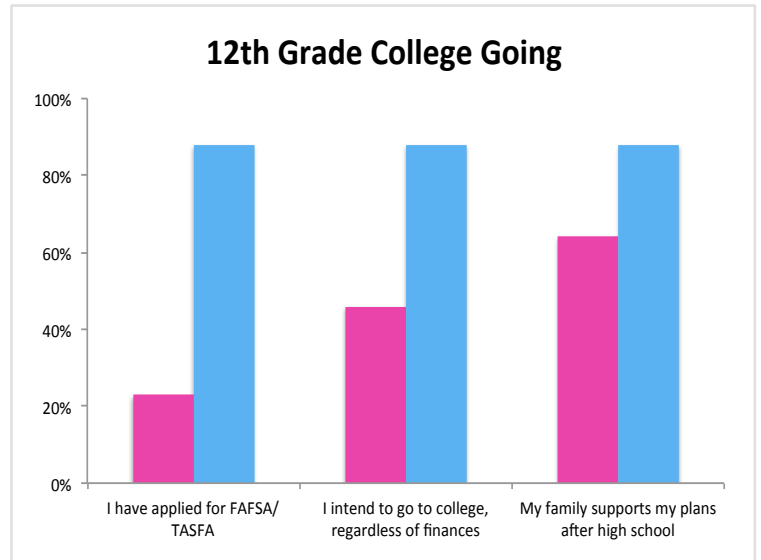
#### GRADES

- 46% increase in GPA
- 74% of students have GPA at/above a 3.0



#### GRADES

- 37% increase in GPA
- 75% of students have GPA at/above a 3.0



#### GRADES

- 25% increase in GPA
- 88% of students have GPA at/above a 3.0

For more information about Con Mi MADRE, visit our website at [conmimadre.org](http://conmimadre.org) or contact us at [info@conmimadre.org](mailto:info@conmimadre.org) or 512-467-4483.



**FOUNDED:** 1992 as Hispanic Mother-daughter Program of the Junior League of Austin. Transitioned to independent 501c3, Con Mi MADRE – Mothers And Daughters Raising Expectations – in 2008.

**CURRENT ORGANIZATION BUDGET:**  
\$1,153,407

**CONTACT:** Dr. Teresa Granillo, Executive Director

**PHONE:** 512.467.4483

**EMAIL:** teresa@conmimadre.org

**WEB:** www.conmimadre.org

## PROBLEM & SOLUTION

At the current rate of postsecondary degree completion in the U.S., by 2020, **we will fall short 5 million educated workers** necessary to maintain our economy. Latina/o children are the fastest growing population, particularly in Texas, with the potential to fill our nation’s need for an educated workforce. However, a Latina student in Texas is **2x times more likely to drop out of high school** and **2x times less likely to earn a college education** compared to her females classmates. If she gets pregnant in high school, her **chances of a college education drop to 2%**. Latina/o economic success – and the success of our broader economy – hinges on helping Latina youth break the cycle, earn a postsecondary degree, and join our educated workforce.

**Con Mi MADRE provides young Latinas with a 260% better chance at a college education.**

## UNIQUE VALUE PROPOSITION & COMPETITIVE ADVANTAGE

Con Mi MADRE delivers evidence-based, culturally relevant education and support services to young Latinas, **and their mothers**. Our highly trained staff guides our mother-daughter teams, starting in 6<sup>th</sup> grade, through a holistic curriculum that focuses on increasing academic success **and** socio-emotional learning over the course of 13 years until the girls, and sometimes **even their mothers**, earn a postsecondary degree.

## SOCIAL IMPACT

Current Impact	Con Mi MADRE Latina	Non-Con Mi MADRE Latina
Teenage pregnancy	< 1%	10%
High school graduation	100%	86%
Postsecondary enrollment	77%	47%
Postsecondary persistence	54%	15%

Our impact doesn’t stop with the daughter as some of our mothers return to school, **3 are graduating college** May 2017, and 15% of our current students have younger siblings participating in our programming.

A mother’s education level is the strongest predictor of a child’s success in academics. By equipping more Latinas with an education, we’re creating **generational and cultural shifts** in the economic status and promise of the Latina/o community as a whole, who is currently the most uneducated and poorest segment of the U.S. population

## Ways to Invest

### FINANCIAL SUPPORT

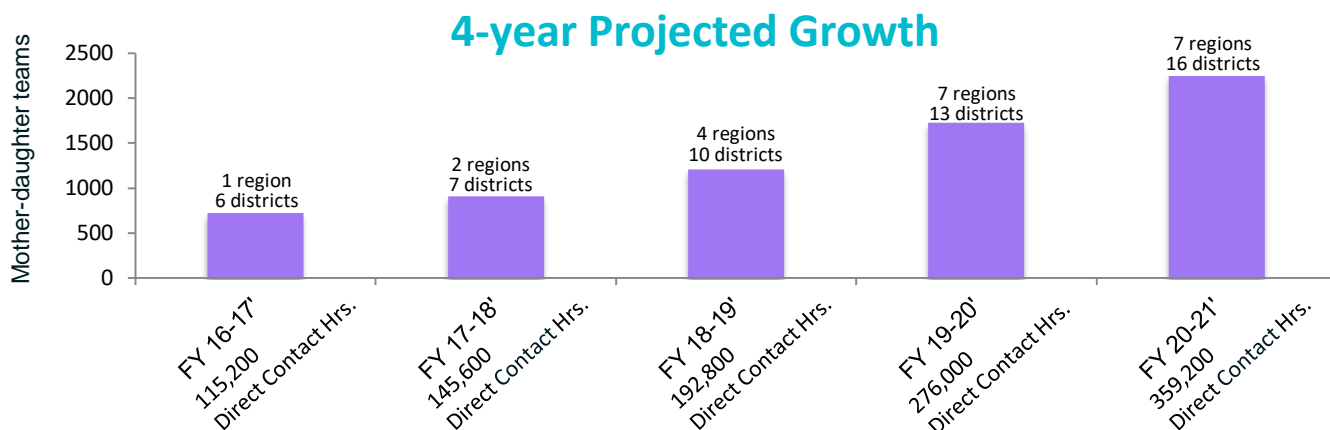
- \$150,000 underwrites the start-up costs for 1 year of expansion plan
- \$18,750 supports one cohort of 15 mother-daughter teams to receive Con Mi MADRE services for a year
- \$2,750 opens up a world of opportunity by supporting 25 mother-daughter teams on a college campus tour

### IN-KIND SUPPORT

- Expansion/franchise expertise to guide development of a national office and regional chapters
- Communications & marketing consultation to increase visibility, reach, and funding opportunities
- Technology assistance in developing data collection/management system to support regional chapters

## PROJECTED PROGRAM OUTCOMES

The chart below shows a summary of a 4-year expansion plan including number of mother-daughter teams served and number of direct contact hours delivered each year. Fiscal year is July 1 – June 30.



Expected Impact	2021
% of students with GPA at or above 3.0	75%
% of eligible students taking AP/Dual Credit Courses	75%
% of students graduating high school	100%
% of students directly enrolling into postsecondary education	85%
% of mothers that return to school	15%
% of students who graduate with a postsecondary degree (within 6 years)	60%

## CRITERIA REQUIRED FOR EXPANSION

To justify Con Mi MADRE’s resource investment, ensure fidelity of implementation and to maintain the unique cultural perspective of programming, we have a set of criteria that is required before a Con Mi MADRE chapter can open in a new region. A district or school system must commit to following:

- Starting CMM programming with **at least** 5 cohorts (75 mother-daughter teams) of 6<sup>th</sup> graders
- Continuing CMM programming with each cohort from **6<sup>th</sup> grade to 12<sup>th</sup> grade**
- Contributing to **at least** 50% of the cost of service delivery
- **Partnering** with CMM to access local philanthropy to underwrite remaining cost of service delivery

## LEADERSHIP & GOVERNANCE

**Dr. Teresa Granillo, Con Mi MADRE Executive Director**, knows the importance of this work personally. Not only has she spent over a decade studying Latina adolescent well-being and potential barriers to success, but Teresa grew up in a single-parent household with her mother who didn’t have an education. She is a first-generation college graduate and the first and only person in her immediate and extended family to earn a Ph.D. Prior to Con Mi MADRE, Teresa was a tenure-track Assistant Professor at UT-Austin School of Social Work.

**Karen Gonzalez, LMSW, Con Mi MADRE Program Director**, was the first in her family to graduate high school, get a college degree, and a master’s degree. Karen gained the inspiration to pursue college and a career in social work through Con Mi MADRE, starting in 6<sup>th</sup> grade when she and her mother joined the program. Karen’s two young sisters also went through Con Mi MADRE; one has graduated from college and the other is still currently enrolled. Karen’s mother committed 16 years to Con Mi MADRE, which has led to a lifetime of possibilities for her daughters. Karen is passionate about influencing young Latinas the way Con Mi MADRE has influenced her and her family.

**CONSULTANT SERVICE CONTRACT**

STATE OF TEXAS                    §  
   §  
COUNTY OF TARRANT           §

**IT IS HEREBY AGREED** by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Fort Worth, Tarrant County, Texas (hereinafter referred to as "District") and the individual or firm named below (hereinafter referred to as "Consultant" or "Contractor"), that District will engage Consultant to provide services pursuant to the terms and conditions specified below.

*Individual/Business Name:* Con Mi MADRE (Teresa Granillo, Ph.D.)  
*Business Address:* 4175 Freidrich Lane, Suite # 200  
*City/State/Zip Code:* Austin, TX 78744

**1. SERVICES**

- 1.1 Consultant will perform personally, in a manner satisfactory to the District, the following professional services (if Consultant's proposal or Scope of Work has been provided, attach as Exhibit "A"):  
Con Mi MADRE will assist FWISD Latina students in college preparation, leadership development, FAFSA and scholarship assistance, parent engagement college visits, counseling services, and other (please see attached quote).
- 1.2 Unless discontinued earlier by the FWISD, the services are to be performed at the following times and places:  
Con Mi MADRE will assist FWISD Latina students from April 11, 2018 through June 30, 2018.

**2. TERM**

- 2.1 The period of performance under this contract will be from April 11, 2018 or date of execution, whichever is later, through June 30, 2018 unless terminated at an earlier date as provided herein or extended by amendment to this contract.

**3. COMPENSATION**

- 3.1 As full compensation for the services provided, District will make payment upon satisfactory completion of services in an amount **NOT TO EXCEED** \$ 50,976.39 inclusive of all fees and allowable expenses. Compensation for services rendered shall be based on the following rates or in accordance with the following terms (check one of the applicable boxes):

**FIXED FEE** of \$ 50,976.39 for all services performed plus reimbursable expenses of \$ 0.00 (enter \$0.00 if no expenses will be reimbursed) for a **total contract amount** of \$ \_\_\_\_\_ **OR**

**DAILY RATE** of \$ \_\_\_\_\_ per day for \_\_\_\_\_ days plus reimbursable expenses of \$ \_\_\_\_\_ (enter \$0.00 if no expenses will be reimbursed) for a **total contract amount** of \$ \_\_\_\_\_ **OR**

**HOURLY RATE** of \$ \_\_\_\_\_ per hour for \_\_\_\_\_ hours plus reimbursable expenses of \$ \_\_\_\_\_ (enter \$0.00 if no expenses will be reimbursed) for a **total contract amount** of \$ \_\_\_\_\_

3.2 No payment in advance of or in anticipation of services to be provided under this contract shall be made by District with the exception of a deposit amount required by Consultant or Contractor upon mutual agreement of the parties.

3.3 In no event will the cost to the District for the services to be provided, including Reimbursable Expenses, exceed the maximum Not to Exceed amount set forth in Section 3.1. The fees due under this contract will be prorated in the event contract is terminated by either party prior to the expiration date.

**4. INDEMNIFICATION**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE THAT CONTRACTOR CONTROLS OR EXERCISE CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

CONTRACTOR SHALL PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CONTRACTOR, OR BY DISTRICT AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. Sec. 130.001 to 130.005, as amended.

This section shall survive the termination of this Agreement.



**5. DISTRICT'S OBLIGATIONS UNDER STATE AND FEDERAL LAW**

5.1 Consultant acknowledges that the District is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. Consultant agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

5.2. Consultant acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA"). Consultant receives student information from the District in compliance with the requirements and exceptions outlined in FERPA. Consultant further acknowledges and agrees that it will comply with said law and safeguard student information. Consultant may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, Consultant must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

**6. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE**

Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. District shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Vendor as a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, Consultant will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.

**7. MISCELLANEOUS**

7.1 Termination. This contract can be terminated by either party at any time, with or without cause.

7.2 Credentials. In the event that this contract is for Professional Services, Consultant agrees that all required certifications/licensures and credentials will be maintained at all times.

7.3 Conflict of Interest. The Consultant, by signing this contract, certifies that he/she does not have a conflict of interest relative to the services to be rendered on behalf of the District.

7.4 Confidentiality. The Consultant further understands that he/she is serving as a fiduciary of the District and hereby agrees that he/she will not divulge any proprietary or confidential information to any person without written authorization from the District. For purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), Consultant agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.

7.5 Proprietary Rights. With the exception of prior copyrighted or trademarked materials of the Consultant, Consultant agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, shall remain the property of the District and shall not be used or published by Consultant or any other party related to Consultant without the express prior written consent of the District. Furthermore, Consultant understands that products produced as a result of this contract are the sole property of the District and may be reused by the District at any time without further compensation and without any restrictions.

7.6 Independent Contractor. It is expressly understood and agreed by both parties hereto that the District is contracting with the Consultant as an independent contractor. Each party and the officers, employees, agents, subcontractors or other Consultants thereof shall not be deemed by virtue of this contract to be the officers, agents, or employees of the other party. The District will not deduct Federal income taxes, FICA

(Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Consultant.

- 7.7 Taxes. The Consultant shall not require the District to pay taxes of any kind.
- 7.8 Insurance. The Consultant shall carry and maintain such professional liability and errors and omissions insurance covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of the Consultant.
- 7.9 Hold Harmless. The District and its employees can neither agree to hold the Consultant harmless nor agree to indemnify the Consultant, and any contracts or provisions to the contrary are void.
- 7.10 Waivers. The parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by the District of any immunities from suit or from liability that the District may have by operation of law, state or federal law. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.
- 7.11 Assignment. The rights, responsibilities and duties under this contract are personal to the Consultant and shall not be transferred or assigned without the express prior written approval of the District.
- 7.12 Non-Discrimination. The Consultant certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 7.13 Purchase Order. The District is not obligated to honor the terms and conditions of this agreement until a valid purchase order is issued.
- 7.14 Governing Law and Venue. This agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas and the parties hereto agree that venue shall be in Tarrant County, Texas.
- 7.15 Alternative Dispute Resolution. Claims and disputes associated with this contract will not be resolved by arbitration or other alternative dispute resolution process unless court ordered or otherwise mutually agreed to in writing by both parties.
- 7.16 Entire Agreement Modifications. All oral or written agreements between the parties hereto relating to the subject matter of this agreement have been reduced to writing and are contained herein. This agreement supersedes all prior agreements, written or oral, between Consultant and District and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by District and Consultant.
- 7.17 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 7.18 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 7.19 Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
- 7.20 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Contract for failures of performance resulting from acts or events beyond the reasonable control of such party including by way of example and not limitation acts of God, civil disturbances, war and strikes.

7.21 Notices. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) To District:

Fort Worth Independent School District  
Name of District Contact: Sherry Breed  
Address: 100 N. University Dr., Suite SW 203  
Ft. Worth, TX 76107

(2) With Copies to:

Fort Worth Independent School District  
Office of Legal Services  
Attn: Chief Legal Counsel  
100 N. University Dr., Ste. SW 172  
Fort Worth, Texas 76107

(3) To Consultant:

Vendor Company Name: Con Mi MADRE  
Name of Vendor Contact: Teresa Granillo, Ph.D.  
Address: 4175 Freidrich Lane, Suite # 200  
Austin, TX 78744

**SPECIAL CONDITIONS**

All special conditions governing the performance of this Contract are set forth in the "Attachment A", which is herein incorporated by reference and is made a part of this Contract.

**ELECTRONIC SIGNATURE**

The parties hereby agree to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann, §322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the parties.

IN WITNESS WHEREOF, the Board of Education of the Fort Worth Independent School District and the Consultant, acting by their duly authorized representatives, have executed this Contract to be effective as of the latest date on which it is signed by the authorized representatives of the parties.

**FOR DISTRICT:**

Signed: Sherry Breed  
Name: Sherry Breed  
Title: Chief, Equity & Excellence  
Date: 3/28/18  
Req. # \_\_\_\_\_

**FOR CONSULTANT:**

Signed: \_\_\_\_\_  
Name: Teresa Granillo, Ph.D.  
Title: Executive Director  
Date: \_\_\_\_\_

**APPROVED: (required over \$25,000)**

Signed: \_\_\_\_\_  
Dr. Kent Scribner  
Superintendent of Schools  
Date: \_\_\_\_\_

**Business Organization: (check one)**

- Corporation       Partnership
- Individual/Sole Proprietor
- Limited Liability Company (LLC)
- Other: \_\_\_\_\_

**APPROVED AS TO FORM:**

**(required at \$10,000 and above)**

Signed: \_\_\_\_\_  
Legal Counsel for the District  
Date: \_\_\_\_\_

\_\_\_\_\_  
(Social Security/Employer ID Number)

## ATTACHMENT A – SPECIAL CONDITIONS

### **I. Standards for Financial and Programmatic Management**

The Contractor shall regularly assess and monitor the progress of the student receiving services pursuant to this agreement using District-approved assessments. The Contractor shall periodically forward to the District information on the student's progress in a format to be determined by the District.

Contractor agrees to participate fully in the evaluation of the effectiveness of services provided pursuant to this Contract, which evaluation, where possible, will include, but not be limited to, the following tools:

- a. Pre- and Post- intervention student performance data available in district databases, including attendance, academic performance, behavior/discipline referrals, alternative placement and promotion or graduation;
- b. parent, teacher, counselor and administrator surveys; and
- c. other measures of key performance indicators as defined by the District.

The District's research and evaluation department will evaluate program effectiveness using methodology the District deems appropriate, which may include, but not be limited to:

- 1) a comparison of outcome data of program participants with a matched control group of non-participants; and
- 2) analysis of student outcome data in relation to program cost.

The Contractor shall follow all District policies, regulations and guidelines and work at the District's direction regarding the referral of those students that are to receive services from the Contractor. The Contractor must accept all students referred for services by District personnel. In the event that referrals exceed the Contractor's capacity to provide services, the District will determine which students are to receive services.

The Contractor shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities necessary to provide services pursuant to this Contract.

The District shall have the right to inspect and audit the Contractor's records and to observe services being rendered. The Contractor shall provide access to all records, reports, logs or other matters relating to this Contract for the current school year immediately upon request by the District. Fiscal records created pursuant to this Contract and records related to prior school years relating to services provided pursuant to this Contract shall be maintained by the Contractor for five (5) years and shall be available for audit upon twenty-four (24) hours notice.

The Contractor shall not attempt to, purport to, or actually lend the faith and credit of the District to any third person or entity.

The Contractor shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with the District. Any employees of the Contractor that are also employees of the District shall be immediately disclosed to the School District, with such disclosure to be in writing. The employment of District employees by the Contractor must be in accordance with District Policy DBF (Local).

Upon request by the District, the Contractor shall furnish to the District copies of the current resumes of each of its employees providing services pursuant to this Contract.

### **II. Insurance**

At all times during the Contract Term, the Contractor(s) shall, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A-" or better and a financial size category of "IV" or better according to the A.M. Best rating Guide and acceptable to the District, the following types of insurance:

#### **a. Commercial General Liability Insurance**

The Contractor shall maintain throughout the term of this Contract commercial general liability insurance for bodily injury and property damage arising from the Contractor's services to be performed pursuant to this Contract on an occurrence basis with coverage of not less than \$1,000,000.00 per occurrence in the aggregate. The insurance policy shall name the District as an additional named insured and include a contractual endorsement extending its coverage

to the Contractor's obligations hereunder (including the Contractor's indemnity obligations). The policy shall also be written as a primary policy which does not contribute to any policies which may be carried by the District, and shall contain a provision that the District, although named as an insured, shall nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents and representatives by reason of the negligence of the Contractor, its employees, agents, representatives or Consultants.

**b. Automobile Liability Insurance**

The Contractor shall maintain in force throughout the term of this Contract comprehensive auto liability insurance covering the Contractor and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and shall cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage shall not be less than \$100,000.00 for property damage per occurrence and not less than \$300,000.00 combined single limit for death, and/or bodily injury.

**c. Workers' Compensation/Employers' Liability**

The Workers' Compensation/Employers' Liability Insurance provided by the Contractor shall conform to the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law.

**d. Professional Liability Insurance**

The Professional Liability Insurance provided by the Contractor shall conform to the following requirements:

1. The Contractor's Professional Liability insurance shall be in a form acceptable to the District and shall cover those sources of liability typically insured by Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement.
2. If on a claims-made basis, the Contractor shall maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this agreement.
3. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be one million dollars (\$1,000,000) per claim/annual aggregate.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and the students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the District in writing at least thirty (30) days prior to any cancellation, termination, non-renewal or modification to the Contractor's Policy(ies) required under this agreement.

Upon the District's request, the Contractor shall furnish the District with Certificates of Insurance evidencing the Contractor's insurance coverage is consistent with the terms of this agreement. The Contractor shall renew or replace the Certificates of Insurance no less than thirty (30) days prior to cancellation, termination or modification. Failure to obtain the necessary coverage shall be a material breach of this agreement and the District may terminate this agreement without further liability to the Contractor. Additionally, the Contractor shall be liable to the District for any and all damages incurred due to the Contractor's failure to perform the agreement terms.

The Contractor shall name the District as an additional named insured on all such policies required by this Contract.

**III. Student Records**

All student records shall be kept in a secure location preventing access by unauthorized individuals. The Contractor will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is in the direct employ of the Contractor. The Contractor agrees to provide access to and copies of student records to the District and/or the parents/guardians of the student. The Contractor shall not forward to any other person other than the parents/guardians or the District any student record without the written consent of the parent/guardian or the District as required by state or federal privacy laws. Upon completion or termination of this agreement, the Contractor shall turn over to the District all student records for the District's eligible students to whom the Contractor has provided services under this agreement.

#### **IV. Criminal Background Check**

The Contractor shall conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of the Contractor working with the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. The Contractor shall supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by the Contractor. If the Vendor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

The Contractor shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Contractor shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." The Contractor's employees, agents, and subcontractors shall be identified by a photographic identification badge, issued by a District approved third party company at the Contractor's expense. The third party company shall verify the criminal record history information, and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Contractor's violation of any portion of this section shall constitute a breach of contract

The Contractor agrees that its employees and volunteers will not work with the District's students prior to the receipt of acceptable results of the employees' or volunteers' criminal background check.

The Contractor must give notice to the District prior to performing services under this Contract if the Contractor or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction. The District may terminate this Contract if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring notice does not apply to a publicly held corporation.

#### **V. Accident and Incident Reporting**

The Contractor agrees to notify the School District immediately of any accident or incident where a student has suffered an injury, a student has injured another individual, an activity has occurred requiring notification of law enforcement or emergency personnel or the Contractor has information that may be detrimental to the health or safety of any students or that may inhibit the Contractor's performance of this agreement.

The Contractor shall further require that all employees, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law. The Contractor agrees to provide annual training to all its employees regarding the mandated reporting of child abuse and missing children. The Contractor agrees that all staff members will abide by such laws in a timely manner.

The Contractor shall submit immediately by email, facsimile or mail, within twenty-four (24) hours, an accident or incident report to the District when it is notified or otherwise becomes aware of circumstances including, but not limited to: all allegations of molestation, child abuse, or missing children under the Contractor's supervision.

#### **VI. Inappropriate Behavior**

a. Sexual harassment of employees of the Contractor, employees, or students of District by Contractor or Contractor's employees is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to immediate removal from District property.

b. The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor. It is understood and agreed that the relationship of Contractor to District shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to (1) make Contractor the agent, servant or employee of the District, or (2) to create any partnership, joint venture, or other association between District and Contractor. Any direction or instruction by any of the District's authorized representatives in respect to the work being done under this Agreement shall relate to the results the District desires to obtain from the Contractor, and shall in no way affect Contractor's independent contractor status described herein.

c. Contractor shall enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Agreement. Contractor shall also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out work under this Agreement. The Contractor shall further ensure that no on-site fraternization shall occur between personnel under the Contractor's supervision and District's students or employees and the general public. Failure of an individual to adhere to these standards of conduct shall result in immediate removal from the site.

**VII. Applicable Laws**

The Contractor agrees to be bound by any amendments to any State or Federal laws referenced in this Contract or which affect the services described herein upon the effective date of such amendments.



**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE THE PROPOSED BOARD OF EDUCATION MEETING DATES FOR THE 2018-2019 SCHOOL YEAR**

**BACKGROUND:**

The Board of Education approves meeting dates in advance in an effort to allow the District and public greater visibility with regards to scheduling and preparation of all District events.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve The Proposed Board Of Education Meeting Dates For The 2018-2019 School Year
2. Decline to Approve The Proposed Board Of Education Meeting Dates For The 2018-2019 School Year
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve The Proposed Board Of Education Meeting Dates For The 2018-2019 School Year

**FUNDING SOURCE**

*Additional Details*

No Cost

**COST:**

None

**VENDOR:**

N/A

**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 proposed 2018-2019 school year meeting dates allows the District and public greater visibility with regards to scheduling and preparation of all District events.

**INFORMATION SOURCE:**

Sammy Monge



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

## BOARD OF EDUCATION MEETING DATES 2018-2019 School Year

August 7, 2018	Regular Public Comment	
August 21, 2018	Regular Public Comment	
September 11, 2018	Regular Public Comment	
September 25, 2018	Regular Public Comment	
October 9, 2018	Regular Public Comment	
October 23, 2018	Regular Public Comment	
November 6, 2018	Reserved for Work Session	If needed
November 13, 2018	Regular Public Comment	
December 11, 2018	Regular Public Comment	
January 22, 2019	Regular Public Comment	
February 12, 2019	Regular Public Comment	
February 26, 2019	Regular Public Comment	
March 5, 2019	Reserved for Work Session	If needed
March 19, 2019	Regular Public Comment	
April 9, 2019	Regular Public Comment	
April 16, 2019	Reserved for Work Session	If needed
April 23, 2019	Regular Public Comment	
May 7, 2019	Regular Public Comment	
May 14, 2019	Reserved for Work Session	If needed
May 21, 2019	Regular Public Comment	
June 4, 2019	Reserved for Work Session	If needed
June 11, 2019	Regular Public Comment	
June 25, 2019	Regular Public Comment	
July 16, 2019	Regular Public Comment	

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE THE 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENT TRANSFERRING FUNDS FROM CIP13 ADMINISTRATIVE BUDGET TO CIP13 PROGRAM CONTINGENCY**

**BACKGROUND:**

On January 14, 2014, the Board of Education (BOE) approved the budget for the 2013 Capital Improvement Program, including the budget for administrative costs. Some projected administrative costs were lower than expected. CIP requests the authorization to transfer funds from the CIP administrative budget to CIP program contingency totaling the not-to-exceed amount of \$2,259,601.55. Once funds have been transferred to program contingency, the funds will be applied as necessary to complete any remaining projects pending Board approval.

Account Description	Amount
Asbestos	\$334,299.55
Bldg Purchase/Improvement	\$1,240,902.00
Salary Professional	\$445,000.00
Salary Support Operations	\$10,000.00
Support Staff Extra Duty	\$19,000.00
Social Security Medicare	\$8,500.00
Teacher Retirement/TRS Care	\$118,500.00
Unemployment Compensation	\$38,000.00
Worker's Compensation	\$11,700.00
Professional Temp Hourly	\$3,200.00
TRS Supplement Comp	\$12,000.00
Extra Duty Professional	\$11,000.00
Other Professional Benefits	\$7,500.00
<b>TOTAL</b>	<b>\$2,259,601.55</b>

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the 2013 Capital Improvement Program Budget Amendment Transferring Funds from CIP13 Administrative Budget to CIP13 Program Contingency
2. Decline to Approve the 2013 Capital Improvement Program Budget Amendment Transferring Funds from CIP13 Administrative Budget to CIP13 Program Contingency
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the 2013 Capital Improvement Program Budget Amendment Transferring Funds from CIP13 Administrative Budget to CIP13 Program Contingency

**FUNDING SOURCE**

*Additional Details*

CIP	681-XX-XXX-XXX-999-99-XXX-000000	\$2,259,601.55
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**COST:**

No Cost

**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**

Capital Improvement Program

**RATIONALE:**

The intent of this agenda item is to present to the Board of Education the transfer of funds from the CIP13 administrative budget to the CIP13 Program Contingency.

**INFORMATION SOURCE:**

Elsie Schiro  
Vicki Burris  
Danielle Aery

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 03/20/18	Administrative Budget to Program Contingency	Revised 04/10/18
001	Amon Carter - Riverside High School	\$ 11,196,062		\$ 11,196,062
002	Arlington Heights High School	\$ 8,732,306		\$ 8,732,306
003	South Hills High School	\$ 7,228,071		\$ 7,228,071
004	Diamond Hill-Jarvis High School	\$ 7,226,439		\$ 7,226,439
005	Dunbar High School	\$ 4,011,155		\$ 4,011,155
006	Eastern Hills High School	\$ 1,750,813		\$ 1,750,813
008	North Side High School	\$ 1,526,946		\$ 1,526,946
009	Polytechnic High School	\$ 6,252,915		\$ 6,252,915
010	Paschal High School	\$ 13,053,010		\$ 13,053,010
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	\$ 5,901,656		\$ 5,901,656
016	O.D. Wyatt High School	\$ 2,652,657		\$ 2,652,657
018	Middle Level Learning Center	\$ 104,577		\$ 104,577
019	Metro Opportunity High School	\$ 104,386		\$ 104,386
026	Jo Kelly School	\$ 98,191		\$ 98,191
042	Daggett Middle School	\$ 201,461		\$ 201,461
043	Wedgwood Sixth Grade School	\$ 2,995,714		\$ 2,995,714
044	Elder Middle School	\$ 3,659,287		\$ 3,659,287
045	Forest Oak Middle School	\$ 758,633		\$ 758,633
047	Handley Middle School	\$ 205,419		\$ 205,419
048	William James Middle School	\$ 977,827		\$ 977,827
049	Kirkpatrick Middle School	\$ 2,786,286		\$ 2,786,286
050	McLean Middle School	\$ 4,960,663		\$ 4,960,663
051	Meacham Middle School	\$ 421,596		\$ 421,596
052	Meadowbrook Middle School	\$ 1,005,246		\$ 1,005,246
053	Monnig Middle School	\$ 250,783		\$ 250,783
054	Morningside Middle School	\$ 1,890,264		\$ 1,890,264
056	Riverside Middle School	\$ 207,511		\$ 207,511
057	Rosemont Middle School	\$ 471,521		\$ 471,521
058	W.C. Stripling Middle School	\$ 390,880		\$ 390,880
059	J. Martin Jacquet MS	\$ 401,817		\$ 401,817
060	Wedgwood Middle School	\$ 286,477		\$ 286,477
061	Leonard Middle School	\$ 390,050		\$ 390,050
062	International Newcomer Acad / Applied Learning Academy	\$ 478,092		\$ 478,092
063	Como Montessori School	\$ 2,495,445		\$ 2,495,445
064	Glencrest 6th Grade	\$ 2,646,119		\$ 2,646,119
067	Rosemont 6th Grade	\$ 2,146,553		\$ 2,146,553
069	McLean 6th Grade	\$ 4,594,516		\$ 4,594,516
070	Jean McClung Middle School	\$ 133,464		\$ 133,464
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,065,625		\$ 9,065,625
081	Young Women's Leadership Academy	\$ 3,284,205		\$ 3,284,205
082	Texas Academy of Biomedical Sciences	\$ 224,101		\$ 224,101
083	Young Men's Leadership Academy	\$ 5,666,999		\$ 5,666,999
084	World Language Academy	\$ 6,156		\$ 6,156
087	VPA/STEM	\$ 51,722,571		\$ 51,722,571
101	Alice Carlson Applied Learning Center	\$ 124,581		\$ 124,581
103	Benbrook Elementary School	\$ 2,697,356		\$ 2,697,356
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	\$ 148,702		\$ 148,702
110	Carroll Peak Elementary School	\$ 86,371		\$ 86,371
111	Carter Park Elementary School	\$ 2,217,638		\$ 2,217,638
114	Manuel Jara Elementary School	\$ 183,327		\$ 183,327
115	George C. Clarke Elementary School	\$ 1,744,841		\$ 1,744,841
116	Lily B. Clayton Elementary School	\$ 158,103		\$ 158,103
117	Como Elementary School	\$ 233,393		\$ 233,393
118	Hazel Harvey Peace Elementary School	\$ 97,514		\$ 97,514
119	E.M. Daggett Elementary School	\$ 3,066,524		\$ 3,066,524
120	Rufino Mendoza Elementary School	\$ 2,422,193		\$ 2,422,193
121	DeZavala Elementary School	\$ 3,673,265		\$ 3,673,265
122	Diamond Hill Elementary School	\$ 1,763,629		\$ 1,763,629
123	S.S. Dillow Elementary School	\$ 208,715		\$ 208,715
124	Maude I. Logan Elementary School	\$ 271,290		\$ 271,290
125	Eastern Hills Elementary School	\$ 191,230		\$ 191,230
126	East Handley Elementary School	\$ 2,334,259		\$ 2,334,259

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 03/20/18	Administrative Budget to Program Contingency	Revised 04/10/18
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	\$ 253,876		\$ 253,876
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	\$ 127,052		\$ 127,052
138	H.V. Helbing Elementary	\$ 392,315		\$ 392,315
139	Milton L. Kirkpatrick Elementary School	\$ 1,936,857		\$ 1,936,857
141	Meadowbrook Elementary	\$ 115,699		\$ 115,699
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,565,990		\$ 2,565,990
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,196,798		\$ 2,196,798
149	North Hi Mount Elementary School	\$ 143,238		\$ 143,238
150	Oakhurst Elementary School	\$ 213,586		\$ 213,586
151	Natha Howell Elementary School	\$ 142,516		\$ 142,516
152	Oaklawn Elementary School	\$ 221,420		\$ 221,420
153	A.M. Pate Elementary School	\$ 154,566		\$ 154,566
154	M.L. Phillips Elementary School	\$ 159,573		\$ 159,573
156	Ridglea Hills Elementary School	\$ 2,333,018		\$ 2,333,018
157	Luella Merrett Elementary School	\$ 3,240,550		\$ 3,240,550
159	Versia L. Williams Elementary School	\$ 2,801,931		\$ 2,801,931
160	Maudrie M. Walton Elementary School	\$ 142,839		\$ 142,839
161	Sam Rosen Elementary School	\$ 1,907,868		\$ 1,907,868
162	Sagamore Hill Elementary School	\$ 206,625		\$ 206,625
163	Bruce Shulkey Elementary School	\$ 560,493		\$ 560,493
165	R.J. Wilson Elementary School	\$ 1,475,234		\$ 1,475,234
166	South Hi Mount Elementary School	\$ 227,889		\$ 227,889
167	South Hills Elementary School	\$ 136,932		\$ 136,932
168	Springdale Elementary School	\$ 3,430,289		\$ 3,430,289
169	Sunrise-McMillan Elementary School	\$ 2,431,493		\$ 2,431,493
171	Tanglewood Elementary School	\$ 6,630,079		\$ 6,630,079
172	W.J. Turner Elementary School	\$ 209,058		\$ 209,058
175	Washington Heights Elementary School (New)	\$ 13,960,142		\$ 13,960,142
176	Waverly Park Elementary School	\$ 298,687		\$ 298,687
177	Westcliff Elementary School	\$ 128,595		\$ 128,595
178	Westcreek Elementary School	\$ 529,748		\$ 529,748
180	Western Hills Elementary School	\$ 4,779,743		\$ 4,779,743
184	Worth Heights Elementary School	\$ 176,275		\$ 176,275
186	David K. Sellars Elementary School	\$ 4,464,411		\$ 4,464,411
187	J.T. Stevens Elementary School	\$ 273,078		\$ 273,078
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	\$ 129,237		\$ 129,237
208	T.A. Sims Elementary School	\$ 140,477		\$ 140,477
209	Edward J. Briscoe Elementary	\$ 106,018		\$ 106,018
216	Woodway Elementary School	\$ 1,543,184		\$ 1,543,184
217	I.M. Terrell Elementary School	\$ 137,810		\$ 137,810
219	Lowery Road Elementary School	\$ 6,001,478		\$ 6,001,478
220	Alice Contreras Elementary School	\$ 1,583,669		\$ 1,583,669
221	Western Hills Primary	\$ 442,005		\$ 442,005
222	L. Clifford Davis Elementary School	\$ 406,763		\$ 406,763
223	Cesar Chavez Primary	\$ 131,996		\$ 131,996
224	M. G. Ellis Primary	\$ 267,096		\$ 267,096
225	Bonnie Brae Elementary School	\$ 124,486		\$ 124,486
226	Seminary Hills Park Elementary School	\$ 181,382		\$ 181,382
227	Dolores Huerta Elementary School	\$ 179,203		\$ 179,203
241	Westpark Elementary School (New)	\$ 19,342,020		\$ 19,342,020
259	Van Zandt-Guinn Elementary School	\$ 12,277,573		\$ 12,277,573
350	Adult Education Center	\$ 16,043		\$ 16,043
834	Wilkerson-Greines Athletic Fields	\$ 164,282		\$ 164,282



# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 03/20/18	Administrative Budget to Program Contingency	Revised 04/10/18
835	Farrington Athletic Field	\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,458,826		\$ 1,458,826
BP 028	Final amounts per school to be finalized upon contract execution	\$ 2,180,560		\$ 2,180,560
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537		\$ 4,453,537
B44	Other Program Costs	\$ 300,000		\$ 300,000
999	Indirect Cost Redistribution - Prop 1	\$ 23,668,111	\$ (2,259,602)	\$ 21,408,509
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ -	\$ -	\$ -
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000		\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 363,003	\$ 1,830,278	\$ 2,163,281
B47	Owner's Program Contingency - Prop 2	\$ 1,094,668	\$ 429,324	\$ 1,523,992
OCP	Contingency from Scope Adjustments	\$ -		\$ -
OFC	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	\$ 513,930		\$ 513,930
TEC	Contingency Transfer from Technology	\$ 697,292		\$ 697,292
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		<b>\$ 362,217,787</b>	<b>\$ -</b>	<b>\$ 362,217,788</b>
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	<b>2013 CIP Grand Total</b>	<b>\$ 492,208,622</b>		<b>\$ 492,208,622</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE BUDGET AMENDMENT AND BUDGET INCREASE FOR BID PACKAGE 018 (RFP 15-036) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On October 25, 2016, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager At-Risk (CMAR) for the 2013 Capital Improvement Program CMAR Package #005 (RFP 15-036) Bid Package 018 including TEA 003 South Hills High School, TEA 014 Southwest High School, and TEA 043 Wedgwood 6<sup>th</sup> Grade. Negotiations with Bartlett Cocke General Contractors, LLC were completed and a contract was issued and executed between the District and Bartlett Cocke General Contractors, LLC. Additional costs have been identified at South Hills High School in an amount not-to-exceed \$410,000 for costs associated with project delays and acceleration of construction. CIP is requesting the transfer of \$410,000 from Program Contingency to fund the associated change orders.

Description	BOE Date	Current Budget	Changes	Revised Budget
Original Contract	10/25/16	\$7,840,105	-	\$7,840,105
Budget Increase	08/15/17	\$7,840,105	\$235,000	\$8,075,105
Budget Increase	09/26/17	\$8,075,105	\$590,000	\$8,665,105
Budget Increase	11/14/17	\$8,665,105	(\$150,000)	\$8,515,105
Budget Increase	01/23/18	\$8,515,105	\$40,000	\$8,555,105
Budget Increase	03/20/18	\$8,555,105	\$280,000	\$8,835,105
Budget Increase	04/10/18	\$8,835,105	\$410,000	\$9,245,105
Total:			\$1,405,000	

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Amendment and Budget Increase for Bid Package 018 (RFP 15-036) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Budget Increase for Bid Package 018 (RFP 15-036) 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 018 (RFP 15-036) in the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-B47-999-99-000-000000- \$ 410,000

**COST:**

Not-To-Exceed \$410,000

**VENDOR:**

Bartlett Cocke General Contractors, LLC

**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 003 South Hills High School

**RATIONALE:**

A budget amendment and budget increase is needed to a fund change orders in a not-to-exceed amount of \$410,000 which cannot be covered with the available funds within the General Contractor's Agreement.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 04/10/18	BP018	Revised 04/10/18
001	Amon Carter - Riverside High School	\$ 11,196,062		\$ 11,196,062
002	Arlington Heights High School	\$ 8,732,306		\$ 8,732,306
003	South Hills High School	\$ 7,228,071	\$ 410,000.00	\$ 7,638,071
004	Diamond Hill-Jarvis High School	\$ 7,226,439		\$ 7,226,439
005	Dunbar High School	\$ 4,011,155		\$ 4,011,155
006	Eastern Hills High School	\$ 1,750,813		\$ 1,750,813
008	North Side High School	\$ 1,526,946		\$ 1,526,946
009	Polytechnic High School	\$ 6,282,915		\$ 6,282,915
010	Paschal High School	\$ 13,053,010		\$ 13,053,010
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	\$ 5,901,656		\$ 5,901,656
016	O.D. Wyatt High School	\$ 2,652,657		\$ 2,652,657
018	Middle Level Learning Center	\$ 104,577		\$ 104,577
019	Metro Opportunity High School	\$ 104,386		\$ 104,386
026	Jo Kelly School	\$ 98,191		\$ 98,191
042	Daggett Middle School	\$ 201,461		\$ 201,461
043	Wedgwood Sixth Grade School	\$ 2,995,714		\$ 2,995,714
044	Elder Middle School	\$ 3,659,287		\$ 3,659,287
045	Forest Oak Middle School	\$ 758,633		\$ 758,633
047	Handley Middle School	\$ 205,419		\$ 205,419
048	William James Middle School	\$ 977,827		\$ 977,827
049	Kirkpatrick Middle School	\$ 2,786,286		\$ 2,786,286
050	McLean Middle School	\$ 4,960,663		\$ 4,960,663
051	Meacham Middle School	\$ 421,596		\$ 421,596
052	Meadowbrook Middle School	\$ 1,005,246		\$ 1,005,246
053	Monnig Middle School	\$ 250,783		\$ 250,783
054	Morningside Middle School	\$ 1,890,264		\$ 1,890,264
056	Riverside Middle School	\$ 207,511		\$ 207,511
057	Rosemont Middle School	\$ 471,521		\$ 471,521
058	W.C. Stripling Middle School	\$ 390,880		\$ 390,880
059	J. Martin Jacquet MS	\$ 401,817		\$ 401,817
060	Wedgwood Middle School	\$ 286,477		\$ 286,477
061	Leonard Middle School	\$ 390,050		\$ 390,050
062	International Newcomer Acad / Applied Learning Academy	\$ 478,092		\$ 478,092
063	Como Montessori School	\$ 2,495,445		\$ 2,495,445
064	Glencrest 6th Grade	\$ 2,646,119		\$ 2,646,119
067	Rosemont 6th Grade	\$ 2,146,553		\$ 2,146,553
069	McLean 6th Grade	\$ 4,594,516		\$ 4,594,516
070	Jean McClung Middle School	\$ 133,464		\$ 133,464
071	Benbrook Middle School / Westpark ES (Conversion)	\$ 9,065,625		\$ 9,065,625
081	Young Women's Leadership Academy	\$ 3,284,205		\$ 3,284,205
082	Texas Academy of Biomedical Sciences	\$ 224,101		\$ 224,101
083	Young Men's Leadership Academy	\$ 5,666,999		\$ 5,666,999
084	World Language Academy	\$ 6,156		\$ 6,156
087	VPA/STEM	\$ 51,722,571		\$ 51,722,571
101	Alice Carlson Applied Learning Center	\$ 124,581		\$ 124,581
103	Benbrook Elementary School	\$ 2,697,356		\$ 2,697,356
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	\$ 148,702		\$ 148,702
110	Carroll Peak Elementary School	\$ 86,371		\$ 86,371
111	Carter Park Elementary School	\$ 2,217,638		\$ 2,217,638
114	Manuel Jara Elementary School	\$ 183,327		\$ 183,327
115	George C. Clarke Elementary School	\$ 1,744,841		\$ 1,744,841
116	Lily B. Clayton Elementary School	\$ 158,103		\$ 158,103
117	Como Elementary School	\$ 233,393		\$ 233,393
118	Hazel Harvey Peace Elementary School	\$ 97,514		\$ 97,514
119	E.M. Daggett Elementary School	\$ 3,066,524		\$ 3,066,524
120	Rufino Mendoza Elementary School	\$ 2,422,193		\$ 2,422,193
121	DeZavala Elementary School	\$ 3,673,265		\$ 3,673,265
122	Diamond Hill Elementary School	\$ 1,763,629		\$ 1,763,629
123	S.S. Dillow Elementary School	\$ 208,715		\$ 208,715
124	Maude I. Logan Elementary School	\$ 271,290		\$ 271,290
125	Eastern Hills Elementary School	\$ 191,230		\$ 191,230
126	East Handley Elementary School	\$ 2,334,259		\$ 2,334,259

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 04/10/18	BP018	Revised 04/10/18
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	\$ 253,876		\$ 253,876
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	\$ 127,052		\$ 127,052
138	H.V. Helbing Elementary	\$ 392,315		\$ 392,315
139	Milton L. Kirkpatrick Elementary School	\$ 1,936,857		\$ 1,936,857
141	Meadowbrook Elementary	\$ 115,699		\$ 115,699
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,565,990		\$ 2,565,990
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,196,798		\$ 2,196,798
149	North Hi Mount Elementary School	\$ 143,238		\$ 143,238
150	Oakhurst Elementary School	\$ 213,586		\$ 213,586
151	Natha Howell Elementary School	\$ 142,516		\$ 142,516
152	Oaklawn Elementary School	\$ 221,420		\$ 221,420
153	A.M. Pate Elementary School	\$ 154,566		\$ 154,566
154	M.L. Phillips Elementary School	\$ 159,573		\$ 159,573
156	Ridglea Hills Elementary School	\$ 2,333,018		\$ 2,333,018
157	Luella Merrett Elementary School	\$ 3,240,550		\$ 3,240,550
159	Versia L. Williams Elementary School	\$ 2,801,931		\$ 2,801,931
160	Maudrie M. Walton Elementary School	\$ 142,839		\$ 142,839
161	Sam Rosen Elementary School	\$ 1,907,868		\$ 1,907,868
162	Sagamore Hill Elementary School	\$ 206,625		\$ 206,625
163	Bruce Shulkey Elementary School	\$ 560,493		\$ 560,493
165	R.J. Wilson Elementary School	\$ 1,475,234		\$ 1,475,234
166	South Hi Mount Elementary School	\$ 227,889		\$ 227,889
167	South Hills Elementary School	\$ 136,932		\$ 136,932
168	Springdale Elementary School	\$ 3,430,289		\$ 3,430,289
169	Sunrise-McMillan Elementary School	\$ 2,431,493		\$ 2,431,493
171	Tanglewood Elementary School	\$ 6,630,079		\$ 6,630,079
172	W.J. Turner Elementary School	\$ 209,058		\$ 209,058
175	Washington Heights Elementary School (New)	\$ 13,960,142		\$ 13,960,142
176	Waverly Park Elementary School	\$ 298,687		\$ 298,687
177	Westcliff Elementary School	\$ 128,595		\$ 128,595
178	Westcreek Elementary School	\$ 529,748		\$ 529,748
180	Western Hills Elementary School	\$ 4,779,743		\$ 4,779,743
184	Worth Heights Elementary School	\$ 176,275		\$ 176,275
186	David K. Sellars Elementary School	\$ 4,464,411		\$ 4,464,411
187	J.T. Stevens Elementary School	\$ 273,078		\$ 273,078
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	\$ 129,237		\$ 129,237
208	T.A. Sims Elementary School	\$ 140,477		\$ 140,477
209	Edward J. Briscoe Elementary	\$ 106,018		\$ 106,018
216	Woodway Elementary School	\$ 1,543,184		\$ 1,543,184
217	I.M. Terrell Elementary School	\$ 137,810		\$ 137,810
219	Lowery Road Elementary School	\$ 6,001,478		\$ 6,001,478
220	Alice Contreras Elementary School	\$ 1,583,669		\$ 1,583,669
221	Western Hills Primary	\$ 442,005		\$ 442,005
222	L. Clifford Davis Elementary School	\$ 406,763		\$ 406,763
223	Cesar Chavez Primary	\$ 131,996		\$ 131,996
224	M. G. Ellis Primary	\$ 267,096		\$ 267,096
225	Bonnie Brae Elementary School	\$ 124,486		\$ 124,486
226	Seminary Hills Park Elementary School	\$ 181,382		\$ 181,382
227	Dolores Huerta Elementary School	\$ 179,203		\$ 179,203
241	Westpark Elementary School (New)	\$ 19,342,020		\$ 19,342,020
259	Van Zandt-Guinn Elementary School	\$ 12,277,573		\$ 12,277,573
350	Adult Education Center	\$ 16,043		\$ 16,043
834	Wilkerson-Greines Athletic Fields	\$ 164,282		\$ 164,282

# SUMMARY OF 2013 CAPITAL IMPROVEMENT PROGRAM BUDGET AMENDMENTS



Org	Project	Revised 04/10/18	BP018	Revised 04/10/18
835	Farrington Athletic Field	\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,458,826		\$ 1,458,826
BP 028	Final amounts per school to be finalized upon contract execution	\$ 2,180,560		\$ 2,180,560
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537		\$ 4,453,537
B44	Other Program Costs	\$ 300,000		\$ 300,000
999	Indirect Cost Redistribution - Prop 1	\$ 21,408,509		\$ 21,408,509
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ -		\$ -
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000		\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 2,163,281	\$ (410,000.00)	\$ 1,753,281
B47	Owner's Program Contingency - Prop 2	\$ 1,523,992		\$ 1,523,992
OCP	Contingency from Scope Adjustments	\$ -		\$ -
OFC	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	\$ 513,930		\$ 513,930
TEC	Contingency Transfer from Technology	\$ 697,292		\$ 697,292
SSC	Safety & Security Contingency	\$ 602,337		\$ 602,337
		<b>\$ 362,217,788</b>	<b>\$ -</b>	<b>\$ 362,217,788</b>
	Technology Assessment	\$ 99,990,835		\$ 99,990,835
	Proposition 3	\$ 30,000,000		\$ 30,000,000
	<b>2013 CIP Grand Total</b>	<b>\$ 492,208,622</b>		<b>\$ 492,208,622</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE BUDGET AMENDMENT AND BUDGET INCREASE FOR BID PACKAGE 060 (RFCSP #17-008) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On November 15, 2016, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with Tegrity Contractors, Inc. for the 2013 Capital Improvement Program Bid Package 060 (RFCSP #17-008). Negotiations with Tegrity Contractors, Inc. were completed and a contract was issued and executed between the District and Tegrity Contractors, Inc. Additional costs have been identified at TEA 836 Scarborough-Handley Athletic Field including light fixture changes, changes due to the Community Facilities Agreement, the pier reconciliation, trench drains and other unforeseen conditions. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$165,000 to execute change orders for the items noted above. CIP also requests the transfer of \$165,000 from Program Contingency to fund the associated change orders.

Description	BOE Date	Current Budget	Changes	Revised Budget
Original Contract	11/15/16	\$2,177,026	-	\$2,177,026
Budget Increase	04/11/17	\$2,177,026	\$189,000	\$2,366,026
Budget Decrease	11/14/17	\$2,366,026	(\$75,000)	\$2,291,026
Budget Increase	02/13/18	\$2,291,026	\$60,000	\$2,351,026
Budget Increase	04/10/18	\$2,351,026	\$165,000	\$2,516,026
Total:			\$339,000	

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Amendment and Budget Increase for Bid Package 060 (RFCSP #17-008) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Amendment and Budget Increase for Bid Package 060 (RFCSP #17-008) 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 060 (RFCSP #17-008) in the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP 681-81-6629-B47-999-99-000-000000 - \$ 165,000

**COST:**

\$165,000

**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 836 Scarborough-Handley Athletic Field

**RATIONALE:**

A budget amendment and budget increase is needed to fund change orders in an amount not-to-exceed \$165,000 which cannot be covered with the available funds within the General Contractor's Agreement.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

**SUMMARY OF 2013 CAPITAL  
IMPROVEMENT PROGRAM  
BUDGET AMENDMENTS**



Org	Project	Revised 04/10/18	BP060	Revised 04/10/18
001	Amon Carter - Riverside High School	\$ 11,196,062		\$ 11,196,062
002	Arlington Heights High School	\$ 8,732,306		\$ 8,732,306
003	South Hills High School	\$ 7,638,071		\$ 7,638,071
004	Diamond Hill-Jarvis High School	\$ 7,226,439		\$ 7,226,439
005	Dunbar High School	\$ 4,011,155		\$ 4,011,155
006	Eastern Hills High School	\$ 1,750,813		\$ 1,750,813
008	North Side High School	\$ 1,526,946		\$ 1,526,946
009	Polytechnic High School	\$ 6,282,915		\$ 6,282,915
010	Paschal High School	\$ 13,053,010		\$ 13,053,010
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	\$ 5,901,656		\$ 5,901,656
016	O.D. Wyatt High School	\$ 2,652,657		\$ 2,652,657
018	Middle Level Learning Center	\$ 104,577		\$ 104,577
019	Metro Opportunity High School	\$ 104,386		\$ 104,386
026	Jo Kelly School	\$ 98,191		\$ 98,191
042	Daggett Middle School	\$ 201,461		\$ 201,461
043	Wedgwood Sixth Grade School	\$ 2,995,714		\$ 2,995,714
044	Elder Middle School	\$ 3,659,287		\$ 3,659,287
045	Forest Oak Middle School	\$ 758,633		\$ 758,633
047	Handley Middle School	\$ 205,419		\$ 205,419
048	William James Middle School	\$ 977,827		\$ 977,827
049	Kirkpatrick Middle School	\$ 2,786,286		\$ 2,786,286
050	McLean Middle School	\$ 4,960,663		\$ 4,960,663
051	Meacham Middle School	\$ 421,596		\$ 421,596
052	Meadowbrook Middle School	\$ 1,005,246		\$ 1,005,246
053	Monnig Middle School	\$ 250,783		\$ 250,783
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069	McLean 6th Grade	\$ 4,594,516		\$ 4,594,516
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084	World Language Academy	\$ 6,156		\$ 6,156
087	VPA/STEM	\$ 51,722,571		\$ 51,722,571
101	Alice Carlson Applied Learning Center	\$ 124,581		\$ 124,581
103	Benbrook Elementary School	\$ 2,697,356		\$ 2,697,356
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	\$ 148,702		\$ 148,702
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115	George C. Clarke Elementary School	\$ 1,744,841		\$ 1,744,841
116	Lily B. Clayton Elementary School	\$ 158,103		\$ 158,103
117	Como Elementary School	\$ 233,393		\$ 233,393
118	Hazel Harvey Peace Elementary School	\$ 97,514		\$ 97,514
119	E.M. Daggett Elementary School	\$ 3,066,524		\$ 3,066,524
120	Rufino Mendoza Elementary School	\$ 2,422,193		\$ 2,422,193
121	DeZavala Elementary School	\$ 3,673,265		\$ 3,673,265
122	Diamond Hill Elementary School	\$ 1,763,629		\$ 1,763,629
123	S.S. Dillow Elementary School	\$ 208,715		\$ 208,715
124	Maude I. Logan Elementary School	\$ 271,290		\$ 271,290
125	Eastern Hills Elementary School	\$ 191,230		\$ 191,230
126	East Handley Elementary School	\$ 2,334,259		\$ 2,334,259
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	\$ 253,876		\$ 253,876
131	Rosemont Elementary School	\$ 87,811		\$ 87,811
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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	\$ 127,052		\$ 127,052
138	H.V. Helbing Elementary	\$ 392,315		\$ 392,315
139	Milton L. Kirkpatrick Elementary School	\$ 1,936,857		\$ 1,936,857
141	Meadowbrook Elementary	\$ 115,699		\$ 115,699
143	D. McRae Elementary School	\$ 137,571		\$ 137,571
144	Mitchell Boulevard Elementary School	\$ 2,565,990		\$ 2,565,990
146	M.H. Moore Elementary School	\$ 188,193		\$ 188,193
147	Morningside Elementary School	\$ 185,734		\$ 185,734
148	Charles E. Nash Elementary School	\$ 2,196,798		\$ 2,196,798
149	North Hi Mount Elementary School	\$ 143,238		\$ 143,238
150	Oakhurst Elementary School	\$ 213,586		\$ 213,586
151	Natha Howell Elementary School	\$ 142,516		\$ 142,516
152	Oaklawn Elementary School	\$ 221,420		\$ 221,420
153	A.M. Pate Elementary School	\$ 154,566		\$ 154,566
154	M.L. Phillips Elementary School	\$ 159,573		\$ 159,573
156	Ridglea Hills Elementary School	\$ 2,333,018		\$ 2,333,018
157	Luella Merrett Elementary School	\$ 3,240,550		\$ 3,240,550
159	Versia L. Williams Elementary School	\$ 2,801,931		\$ 2,801,931
160	Maudrie M. Walton Elementary School	\$ 142,839		\$ 142,839
161	Sam Rosen Elementary School	\$ 1,907,868		\$ 1,907,868
162	Sagamore Hill Elementary School	\$ 206,625		\$ 206,625
163	Bruce Shulkey Elementary School	\$ 560,493		\$ 560,493
165	R.J. Wilson Elementary School	\$ 1,475,234		\$ 1,475,234
166	South Hi Mount Elementary School	\$ 227,889		\$ 227,889
167	South Hills Elementary School	\$ 136,932		\$ 136,932
168	Springdale Elementary School	\$ 3,430,289		\$ 3,430,289
169	Sunrise-McMillan Elementary School	\$ 2,431,493		\$ 2,431,493
171	Tanglewood Elementary School	\$ 6,630,079		\$ 6,630,079
172	W.J. Turner Elementary School	\$ 209,058		\$ 209,058
175	Washington Heights Elementary School (New)	\$ 13,960,142		\$ 13,960,142
176	Waverly Park Elementary School	\$ 298,687		\$ 298,687
177	Westcliff Elementary School	\$ 128,595		\$ 128,595
178	Westcreek Elementary School	\$ 529,748		\$ 529,748
180	Western Hills Elementary School	\$ 4,779,743		\$ 4,779,743
184	Worth Heights Elementary School	\$ 176,275		\$ 176,275
186	David K. Sellars Elementary School	\$ 4,464,411		\$ 4,464,411
187	J.T. Stevens Elementary School	\$ 273,078		\$ 273,078
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	\$ 129,237		\$ 129,237
208	T.A. Sims Elementary School	\$ 140,477		\$ 140,477
209	Edward J. Briscoe Elementary	\$ 106,018		\$ 106,018
216	Woodway Elementary School	\$ 1,543,184		\$ 1,543,184
217	I.M. Terrell Elementary School	\$ 137,810		\$ 137,810
219	Lowery Road Elementary School	\$ 6,001,478		\$ 6,001,478
220	Alice Contreras Elementary School	\$ 1,583,669		\$ 1,583,669
221	Western Hills Primary	\$ 442,005		\$ 442,005
222	L. Clifford Davis Elementary School	\$ 406,763		\$ 406,763
223	Cesar Chavez Primary	\$ 131,996		\$ 131,996
224	M. G. Ellis Primary	\$ 267,096		\$ 267,096
225	Bonnie Brae Elementary School	\$ 124,486		\$ 124,486
226	Seminary Hills Park Elementary School	\$ 181,382		\$ 181,382
227	Dolores Huerta Elementary School	\$ 179,203		\$ 179,203
241	Westpark Elementary School (New)	\$ 19,342,020		\$ 19,342,020
259	Van Zandt-Guinn Elementary School	\$ 12,277,573		\$ 12,277,573
350	Adult Education Center	\$ 16,043		\$ 16,043
834	Wilkerson-Greines Athletic Fields	\$ 164,282		\$ 164,282
835	Farrington Athletic Field	\$ 155,855		\$ 155,855
836	Scarborough-Handley Athletic Field	\$ 1,458,826	\$ 165,000.00	\$ 1,623,826
BP 028	Final amounts per school to be finalized upon contract execution	\$ 2,180,560		\$ 2,180,560
000	Reimbursement to General Fund for Purchase of YWLA	\$ 4,453,537		\$ 4,453,537
B44	Other Program Costs	\$ 300,000		\$ 300,000
999	Indirect Cost Redistribution - Prop 1	\$ 21,408,509		\$ 21,408,509
999	Indirect Cost Redistribution - Prop 2	\$ 2,531,256		\$ 2,531,256
B45	Construction Escalation Allowance - Prop 1	\$ -		\$ -
B45	Construction Escalation Allowance - Prop 2	\$ 1,050,000		\$ 1,050,000
B47	Owner's Program Contingency - Prop 1	\$ 1,753,281	\$ (165,000.00)	\$ 1,588,281
B47	Owner's Program Contingency - Prop 2	\$ 1,523,992		\$ 1,523,992
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	\$ 513,930		\$ 513,930
TEC	Contingency Transfer from Technology	\$ 697,292		\$ 697,292
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
	<b>2013 CIP Grand Total</b>	<b>\$ 492,208,622</b>		<b>\$ 492,208,622</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 043 (RFQ/RFP #15-035) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On July 19, 2016, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with Con-Real|Turner for Phase 2 in the 2013 Capital Improvement Program Bid Package #043 (RFP#16-007) TEA 087 Performing and Fine Arts Academy and STEM Academy . Negotiations with Con-Real|Turner were completed and an agreement was issued and executed between the District and Con-Real|Turner for \$34,924,586. The current Not-To-Exceed (NTE) amount for this contract is \$38,929,586. This project is within the scope of Proposition 2 of the 2013 Capital Improvement Program.

Additional costs have been identified including revisions to the electric water coolers, revisions to the Instrument Repair Classroom, revisions to the layout of the computer labs and MDF rooms, modifications related to the Grand Canopy, renewal of the Ox Blue camera subscription, and revisions to the millwork design. CIP is requesting a budget increase for this GC contract in an amount not-to-exceed \$165,000 to execute a change order for the items noted above. These change orders can be funded from within the project budget and therefore do not require the use of program contingency.

The information shown below outlines the history of this contract, to date.

Description	BOE Date	Current NTE Budget	Changes	Revised NTE Budget
Original Contract	07/19/16	\$34,924,586	-	\$34,924,586
Budget Increase	06/13/17	\$34,924,586	\$1,000,000	\$35,924,586
Budget Increase	09/12/17	\$35,924,586	\$250,000	\$36,174,586
Budget Increase	10/24/17	\$36,174,586	\$380,000	\$36,554,586
Budget Increase	01/23/18	\$36,554,586	\$1,025,000	\$37,579,586
Budget Increase	01/23/18	\$37,579,586	\$1,350,000 (Use of other resources)	\$38,929,586
Budget Increase	04/10/18	\$38,929,586	\$165,000	\$39,094,586
Total:			\$4,170,000	

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Increase for Bid Package 043 in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 043 in the 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Increase for Bid Package 043 in the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-B39-087-99-000-000000 - \$165,000

**COST:**

Not to Exceed \$165,000

**VENDOR:**

Con-Real|Turner

**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 087 I.M. Terrell Academy for STEM & VPA

**RATIONALE:**

A budget increase is needed to fund change orders in the amount of \$165,000 which cannot be covered with the available funds within the General Contractor's Agreement. These change orders will be funded from within the campus budget and therefore do not require the use of Program Contingency.

**INFORMATION SOURCE:**

Vicki D. Burris  
Gary Griffith  
Elsie Schiro  
Randy Cofer

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVE BUDGET INCREASE FOR BID PACKAGE 065 (RFCSP 18-012) IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On September 12, 2017, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with Reeder + Summit Joint Venture for the 2013 Capital Improvement Program Bid Package 065 (RFP 18-012). Negotiations with Reeder + Summit Joint Venture were completed and a contract was issued and executed between the District and Reeder + Summit Joint Venture. Additional costs have been identified at TEA 004 Diamond Hill-Jarvis High School in an amount not-to-exceed \$150,000 for changes associated with City-required detention pond and other unforeseen conditions. These costs can be funded from within the project budget and therefore do not require the use of program contingency.

Description	BOE Date	Current Budget	Changes	Revised Budget
Original Contract	09/12/17	\$2,650,000	-	\$2,650,000
Budget Increase	04/10/18	\$2,650,000	\$150,000	\$2,800,000
Total:			\$150,000	

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Budget Increase for Bid Package 065 (RFP 18-012) in the 2013 Capital Improvement Program
2. Decline to Approve Budget Increase for Bid Package 065 (RFP 18-012) in the 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Increase for Bid Package 065 (RFP 18-012) in the 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

681-81-6629-B39-004-99-000-000000- \$ 150,000

**COST:**

Not-To-Exceed \$150,000

**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:**

A budget increase is needed to a fund change orders in a not-to-exceed amount of \$150,000 which cannot be covered with the available funds within the General Contractor's Agreement.



**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: APPROVAL OF THE STORM WATER FACILITY MAINTENANCE AGREEMENT FOR BID PACKAGE 065 DIAMOND HILL-JARVIS HIGH SCHOOL IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

It has been determined that the City of Fort Worth and Fort Worth ISD must enter into an agreement for Storm Water Facility Management at Diamond Hill-Jarvis HS related to the construction of the new Field House as part of Bid Package 065. This agreement indicates that Fort Worth ISD, as the landowner of the Diamond Hill-Jarvis HS property, must maintain the storm water systems (detention pond) put in place after construction is completed. This agreement allows the City of Fort Worth to provide supplemental maintenance if needed, at the expense of Fort Worth ISD.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Storm Water Facility Maintenance Agreement for Diamond Hill-Jarvis High School In The 2013 Capital Improvement Program
2. Decline to Approve Storm Water Facility Maintenance Agreement for Diamond Hill-Jarvis High School In The 2013 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Storm Water Facility Maintenance Agreement for Diamond Hill-Jarvis High School In The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

Select Funding Source  
No Cost

**COST:**

No Cost

**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**

Capital Improvement Program  
TEA 004 Diamond Hill-Jarvis High School

**RATIONALE:**

The Storm Water Facility Maintenance agreement is an agreement between Fort Worth ISD and the City of Fort Worth, indicating that Fort Worth ISD must maintain the Storm Water Management systems after construction is completed.

**INFORMATION SOURCE:**

Vicki D. Burris  
Randy Cofer  
Art Cavazos



### ENGINEER'S CHECKLIST FOR STORMWATER FACILITY MAINTENANCE AGREEMENT



Transportation and Public Works Dept.  
Stormwater Management

Please attach additional sheets as necessary for comments and descriptions. Fit all sheets to 8½" x 11".

ORGANIZATION INFORMATION	
<b>1. Company (Applicant)</b> Pacheco Koch	<b>Address:</b> 6100 Western Place, Suite 1001 Fort Worth, TX 76107
<b>2. Contact's Information:</b> Contact Name Paul M. Hames, P.E. Mailing Address 6100 Western Place, Suite 1001 Fort Worth Telephone Number(s) 817-412-7155 Email phames@pkce.com	<b>3. Execution Information:</b> Signatory's Name Dr. Kent Scribner Mailing Address 100 N. University Fort Worth, TX 76107 Telephone Number(s) 817-317-7750 Email kent.scribner@fwisd.org
<b>4. Property Location:</b> 1411 Maydell Street (Note: If the property has not been addressed, please enter the legal description)	
<b>5. Associated Plat Numbers:</b> FS-17-251 (Note: if request is related to multiple plat applications, please list each individually)	
<b>6. Associated Building Permit Numbers:</b> N/A (Note: if request is related to multiple permits, please list each individually)	
<b>7. Associated iSWM Master Numbers:</b> SWM-2018-0028	
AGREEMENT & ATTACHMENT INSTRUCTIONS	
<p>If the property owner is a corporation, the agreement must be signed by the President or a Vice-President of the company. If a partnership, the agreement must be signed by the managing partner. If the applicant is a sole proprietor, he/she signs the agreement on behalf of him or herself. Additionally, for corporations and partnerships, a copy of the <i>Articles of Incorporation</i>, showing signature authority for whoever signs the agreement must also be submitted (Note: Applicants may also submit a board resolution or power of attorney authorizing an agent or assign to sign on behalf of the property owner. The agreement must be completely filled out and three copies submitted to the Planning and Development Department. Signatures on all three agreement drafts must be original and notarized. Lastly, please submit a copy of the deed for the noted property.</p> <p><b>NOTE: Agreement and all attachments should be submitted on 8 ½" x 11".</b></p>	


Form CFW-8

	Yes	No	N/A	Comments/Descriptions
<b>1. Legal Agreement</b> – Standard agreement form provided by Department of Law.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>2. Exhibit "A" - Legal Description (Attached)</b>				
A. Metes and Bounds.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Surveyor's Drawing, with seal affixed and marked as "Drainage Easement".	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Preliminary Plat.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>3. Exhibit "B" - Design Plan and Specifications (Attached)</b>				
A. Design Calculations – in accordance with iSWM.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Schematic Plan (See Example Detention Plan Schematic)- prepared in accordance with approved construction plans:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• Plan View showing critical structural elements .	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• Critical structural elements are clearly labeled in layman terms.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• Profile including a longitudinal section showing all critical structural elements with elevations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• Cross-sections as needed to show size and general grading.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>NOTE: All Schematics should be submitted on 8 ½" x 11".</b>				
C. Landscaping shown per approved Landscape Plans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>4. Exhibit "C" - Operations and Maintenance Plan (Attached)</b>				
A. Routine Maintenance Specifications:				
1. Mowing as needed to control weeds and woody plants.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Trash removal from critical structural elements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Additional maintenance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Non-routine Maintenance Activities:				
1. Bank repair and stabilization.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Re-vegetation - required when 30% or more of area is unprotected.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	Yes	No	N/A	Comments/Descriptions
3. Sediment removal from the detention/retention facility when:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• Detention basin – when water depth is reduced 25% or more, or basin does not drain within 72 hours.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• Retention pond – when water depth is 4' or less.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
• Sediment traps/forebay – when depth is reduced by 50% or more.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Structural repair/replacement for all damaged or deteriorated structures, trickle channel, trash rack, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Mechanical equipment repairs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Other maintenance Activities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>5. Exhibit "D" - Maintenance Checklist *</b>				
A. Covers ordinary needs, in layman terms.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Structural components labeled consistent with Schematic Plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

\*See attached Inspection Checklist for Detention Basin

NOTE: All Exhibits should be submitted on 8 1/2" x 11".

 <p>(seal)</p>	<p>I certify that this Stormwater Facility Maintenance Agreement, checklist, required attachments, and additional comments, was prepared under my responsible supervision and that the information presented on this checklist and attachments is correct to the best of my knowledge. I also understand that an acceptance of this plan by the City does not waive any City standards or requirements unless a specific waiver request has been submitted and approved.</p> <p>Signed <u>Paul M. Hames</u> Date <u>2/28/18</u>  Print Name: <u>Paul M. Hames, PE (PKCE)</u></p>
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DOE # \_\_\_\_\_

STORMWATER FACILITY  
MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of March, 2018, by and between Fort Worth Independent School District, acting by and through \_\_\_\_\_, hereinafter referred to as “Landowner”, and the City of Fort Worth, hereinafter referred to as “City”.

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property described as an approximately 16.191 acre tract located in the Abraham Anderson Survey, Abstract 21, Tarrant County, Texas according to the deed recorded in Volume 2262, Page 443, Deed Records, Tarrant County, Texas, hereinafter called the “Property”.

WHEREAS, the Landowner is proceeding to build on and develop the Property according to the Site Plan/Subdivision Plan known as Diamond Hill-Jarvis Field House hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the City and the Landowner provides for management of Stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, and their successors and assigns, agree that the health, safety and welfare of the residents of the City of Fort Worth, Texas require that on-site Stormwater Management Facilities be constructed and maintained on a portion of the Property; and

WHEREAS, the City requires that on-site Stormwater Management Facilities (“Facility”) as shown on the Plan be constructed and adequately maintained by the

Landowner, its successors and assigns, the location and dimensions of which is shown and more particularly described by metes and bounds in the attached Exhibit “A” (“Facility Property”); and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner, its successors and assigns, shall adequately construct and maintain the on-site Stormwater Management Facility (“Facility”) at no expense to the City of Fort Worth in accordance with the design specifications for the Facility, attached as Exhibit “B”, and the current standards then in force and effect in the City of Fort Worth and with the Operations and Maintenance Plan attached to this Agreement as Exhibit “C”. The Stormwater Facility includes all pipes, channels or other conveyances built to convey Stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the Stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists, attached to this Agreement as Exhibit “D”, are to be used to establish what good working condition is acceptable to the City.
2. The Landowner, its successors and assigns, shall inspect the Facility and submit an inspection report to the City annually. The purpose of the inspection is to assure safe and proper functioning of the Facility. The inspection shall cover the entire Facility, berms, outlet structure, pond areas, access roads, etc. Components of the Facility, which need maintenance or replacement to perform their design function, shall be noted in the inspection report along with the corrective actions to be taken.
3. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facility Property whenever the City deems necessary. The purpose



of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

4. In the event the Landowner, its successors and assigns, fails to maintain the Facility in good working condition as specified herein, the City, its authorized agents and employees, may enter upon the Facility Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. **It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Facility, and in no event shall this Agreement be construed to impose any such obligation on the City, such obligation is Landowner's.**
5. The Landowner, its successors and assigns, will perform the work necessary to keep the Facility in good working order as appropriate. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. In the event that Landowner or its successors or assigns fail to pay the City for the costs incurred under this section, the City shall impress a lien for the costs of such work upon other lots owned by the Landowner. Such lien shall be perfected by filing in the office of the County Clerk of Tarrant County, Texas an affidavit identifying the property to be charged with such lien, stating the amount thereof, and making reference to this Agreement.
6. This Agreement imposes no liability of any kind whatsoever on the City. **THE LANDOWNER AGREES TO HOLD THE CITY HARMLESS FROM ANY LIABILITY IN THE EVENT THE FACILITY FAILS TO OPERATE PROPERLY. LANDOWNER COVENANT AND AGREE AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND**

**THE CITY OF FORT WORTH, ITS AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS OR CAUSES OF ACTION WHATSOEVER ARISING, OR WHICH MIGHT ARISE, FROM THE FAILURE OF LANDOWNER OR ANY FUTURE OWNERS OF THE ABOVE FACILITY PROPERTY TO MAINTAIN THE FACILITY, INCLUDING, BUT NOT LIMITED TO THE BED AND BANKS OF THE DETENTION POND; ANY DAMAGES CAUSED TO PERSON OR PROPERTY DUE TO (1) FLOODING OF THE POND AND ITS BANKS, (2) SLOPE FAILURE OF THE BANKS OF THE POND, OR (3) FAILURE OF THE POND OR ITS BANKS TO OPERATE IN A MANNER CONSISTENT WITH CITY OF FORT WORTH CRITERIA TO PERFORM ANY OTHER DUTIES OR OBLIGATIONS HEREUNDER.**

7. Landowner covenants and agrees that no habitable building shall be erected within the drainage easement outlined on Exhibit "A" but this paragraph shall not preclude construction of other improvements within the drainage easement, which do not impede drainage. Landowner covenants and agrees that no habitable building shall be erected on the above property abutting such easement which shall have a finished floor at an elevation less than two feet above the maximum depth of water in the detention pond which would occur during a 100 year frequency flood.
8. This Agreement shall be recorded among the land records of Tarrant County, Texas, shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any property owners association.

[SIGNATURE PAGE FOLLOWS]

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Landowner

City of Fort Worth

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Jesus J. Chapa  
Assistant City Manager

Title: \_\_\_\_\_

Approved as to Form and Legality

\_\_\_\_\_  
Assistant City Attorney

ATTEST

\_\_\_\_\_  
City Secretary

STATE OF TEXAS §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on \_\_\_\_\_ by Jesus J. Chapa, Assistant City Manager of the City of Fort Worth, on behalf of the City of Fort Worth.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF TARRANT §

Before me, the undersigned authority on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared \_\_\_\_\_,

\_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of \_\_\_\_\_, and that he executed the same as its \_\_\_\_\_ and as the act of such \_\_\_\_\_ and for the purposes and consideration expressed in the foregoing instrument.

\_\_\_\_\_  
Notary Public, State of Texas

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: CLOSEOUT OF THE CONTRACT WITH TURNER CONSTRUCTION COMPANY FOR BID PACKAGE 011 (RFCSP #15-036) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On August 9, 2016, the Board of Education authorized CIP staff to negotiate and enter into contract with the Construction Manager at Risk (CMAR) firm, Turner Construction Company, for Bid Package 011 (CMAR Package 002). This Bid Package consisted of construction services at TEA 001, Amon Carter-Riverside High School; TEA 056, Riverside Middle School; TEA 150, Oakhurst Elementary School; and TEA 151 Natha Howell Elementary School. The work commenced on October 14, 2016, and was substantially completed on August 9, 2017, as inspected by the A/E firm, BRW Architects. Turner Construction Company 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 Turner Construction Company will be in the amount of \$225,930.16.

<b>Original Contract Amount:</b>	\$9,088,760.00	<b>Original Contract Time:</b>	299 Days
<b>Previous Change Orders:</b>	\$0.00	<b>Days Added in Previous CO:</b>	0 Days
<b>Final Change Order:</b>	(\$6,512.00)	<b>Final Change Order Time:</b>	0 Days
<b>Final Contract Amount:</b>	\$9,082,248.00	<b>Final Contract Time:</b>	299 Days
<b>Previously Paid:</b>	\$8,856,317.84		
<b>Final Payment Due:</b>	\$225,930.16		

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Closeout of The Contract With Turner Construction Company For Bid Package 011 (RFCSP #15-036) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With Turner Construction Company For Bid Package 011 (RFCSP #15-036) 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 Turner Construction Company For Bid Package 011 (RFCSP #15-036) And Authorization of Final Payment In The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

Select Funding Source  
CIP

681.00.2116.000.000.00.000.000000 - \$ 225,930.16

**COST:**

The final payment to Turner Construction Company will be in the amount of \$ 225,930.16

**VENDOR:**

Turner Construction Company

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

**PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA 001 Amon Carter-Riverside High School  
TEA 056 Riverside Middle School  
TEA 150 Oakhurst Elementary School  
TEA 151 Natha Howell Elementary School

**RATIONALE:**

Turner Construction Company has completed all work as required per the terms of their construction contract, work has been inspected by BRW 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.

**INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: CLOSEOUT OF THE CONTRACT WITH TURNER CONSTRUCTION COMPANY FOR BID PACKAGE 019 GMP 2 (RFCSP #15-036) AND AUTHORIZATION OF FINAL PAYMENT IN THE 2013 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On January 24, 2017, the Board of Education authorized CIP staff to negotiate and enter into contract with the Construction Manager at Risk (CMAR) firm, Turner Construction Company, for GMP 2 for Bid Package 019. This Bid Package consisted of construction services at TEA 062, International Newcomer Academy; TEA 117, Como Elementary School; TEA #156, Ridglea Hills Elementary School; TEA 180, Western Hills Elementary School; and TEA 221 Western Hills Primary School. The work commenced on March 27, 2017, and was substantially completed on November 15, 2017, as inspected by the A/E firm, Jacobs and Associates. Turner Construction Company 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 Turner Construction Company will be in the amount of \$309,123.42.

<b>Original Contract Amount:</b>	\$6,671,996.00	<b>Original Contract Time:</b>	182 Days
<b>Previous Change Orders:</b>	\$0.00	<b>Days Added in Previous CO:</b>	0 Days
<b>Final Change Order:</b>	(\$383,554.85)	<b>Final Change Order Time:</b>	51 Days
<b>Final Contract Amount:</b>	\$6,288,441.15	<b>Final Contract Time:</b>	233 Days
<b>Previously Paid:</b>	\$5,979,317.73		
<b>Final Payment Due:</b>	\$309,123.42		

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Closeout of The Contract With Turner Construction Company For Bid Package 019 GMP 2 (RFCSP #15-036) And Authorization of Final Payment In The 2013 Capital Improvement Program
2. Decline to Approve Closeout of The Contract With Turner Construction Company For Bid Package 019 GMP 2 (RFCSP #15-036) 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 Turner Construction Company For Bid Package 019 GMP 2 (RFCSP #15-036) And Authorization of Final Payment In The 2013 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

Select Funding Source  
CIP

681.00.2116.000.000.00.000.000000 - \$ 309,123.42

**COST:**

The final payment to Turner Construction Company will be in the amount of \$ 309,123.42

**VENDOR:**

Turner Construction Company

**PURCHASING MECHANISM**

Not a purchase

***Purchasing Support Documents Needed:***

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

## **PARTICIPATING SCHOOL/DEPARTMENTS**

Capital Improvement Program  
TEA 062 International Newcomer Academy  
TEA 117 Como Elementary School  
TEA 156 Ridglea Hills Elementary School  
TEA 180 Western Hills Elementary School  
TEA 221 Western Hills Primary School

## **RATIONALE:**

Turner Construction Company has completed all work as required per the terms of their construction contract, work has been inspected by Jacobs and Associates 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.

## **INFORMATION SOURCE:**

Vicki D. Burris  
Elsie Schiro  
Randy Cofer

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: AUTHORIZATION TO CONTINUE THE ESCROW ACCOUNT WITH THE CITY OF FORT WORTH, TEXAS, TO PAY FEES FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

The 2017 Capital Improvement Program (CIP) will pay various fees, including, but not limited to permit fees and inspection fees associated with its construction projects. Administration requests that the Board of Education (BOE) approve the continuation of the escrow account with the City of Fort Worth, Texas, for the purpose of depositing funds into escrow to obtain required permits or to pay certain fees. This would allow a more efficient approach to paying fees and obtaining permits without delay. The escrow account will be reconciled monthly to ensure permits and/or fees associated with Fort Worth ISD are properly accounted for.

Administration requests to place a sum not to exceed \$750,000 into an escrow account with the City of Fort Worth, which is an estimated total amount at this time.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorization To Continue The Escrow Account With The City Of Fort Worth, Texas, To Pay Fees For The 2017 Capital Improvement Program.
2. Decline to Approve Authorization To Continue The Escrow Account With The City Of Fort Worth, Texas, To Pay Fees For The 2017 Capital Improvement Program.
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization To Continue The Escrow Account With The City Of Fort Worth, Texas, To Pay Fees For The 2017 Capital Improvement Program.

**FUNDING SOURCE**

*Additional Details*

CIP

671.81.6629.T44.XXX.99.000000

**COST:**

An amount not to exceed \$750,000

**VENDOR:**

City of Fort Worth, Texas

**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**

Capital Improvement Program

**RATIONALE:**

The purpose of this action item is to disclose to the BOE the fees and costs associated with the issuance of permit fees and inspection fees as a result of the scheduled projects within the City limits of Fort Worth and to obtain board authorization to pay to the City of Fort Worth a sum not to exceed \$750,000.

**INFORMATION SOURCE:**

Vicki D. Burris  
William Girón

**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: ACCEPTANCE OF SINGLE SOURCE PURCHASES FROM CITIES,  
MUNICIPAL WATER DEPARTMENTS, AND UTILITY COMPANIES  
FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

The Capital Improvement Program (CIP) pays various fees to cities, municipal water departments, and utility companies within the geographical boundaries of Fort Worth ISD construction projects. Examples include fees associated with plan review, building permits, building inspections, water design (tap fees), and utility relocations. Once the CIP office has approved the project documents, the Architects and Engineers, under contract with the District, will submit the documents to the cities, municipal water departments and other utility companies to start the required document review, permit, and inspection process. Costs associated with these fees are estimated to total \$1,000,000 for the 2017 Capital Improvement Program.

Administration requests to place a sum not to exceed \$1,000,000 for the single source purchases from cities, municipal water departments and utility companies, which is an estimated total amount at this time.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve the Acceptance of Single Source Purchases from Cities, Municipal Water Departments, and Utility Companies for the 2017 Capital Improvement Program
2. Decline to Approve the Acceptance of Single Source Purchases from Cities, Municipal Water Departments, and Utility Companies for the 2017 Capital Improvement Program
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Acceptance of Single Source Purchases from Cities, Municipal Water Departments, and Utility Companies for the 2017 Capital Improvement Program

**FUNDING SOURCE**

*Additional Details*

CIP

671.81.6629.U44.XXX.99.000000

**COST:**

An amount not to exceed \$1,000,000

**VENDOR:**

Cities, municipal water departments and utility companies serving Fort Worth ISD

**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**

Capital Improvement Program

**RATIONALE:**

The payment of various fees to cities, municipal water departments, and utility companies is a standard cost of construction.

**INFORMATION SOURCE:**

Vicki D. Burris  
William Girón



**CONSENT AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: ADOPTION OF THE CITY OF FORT WORTH BUILDING  
CONSTRUCTION PREVAILING WAGE RATES SCALE FOR THE 2017  
CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On May 13, 2014, the Fort Worth ISD Board of Education adopted The City of Fort Worth Building Construction Prevailing Wage Rates Scale for the 2013 Capital Improvement Program (CIP). Per Board Policy CV(LEGAL), a current Prevailing Wage Rates scale must be included in the contract documents for the projects within the 2017 Capital Improvement Program. The City of Fort Worth Building Construction Wage Rates scale should be adopted by the 2017 CIP due to the proximity of 2017 CIP projects to the City of Fort Worth.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Adoption of the City of Fort Worth Building Construction Prevailing Wage Rates Scale for the 2017 Capital Improvement Program.
2. Decline to Approve Adoption of the City of Fort Worth Building Construction Prevailing Wage Rates Scale for the 2017 Capital Improvement Program.
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Adoption of the City of Fort Worth Building Construction Prevailing Wage Rates Scale for the 2017 Capital Improvement Program.

**FUNDING SOURCE**

*Additional Details*

No Cost

Not Applicable

**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**

Capital Improvement Program

**RATIONALE:**

Per Board Policy CV(LEGAL), a current Prevailing Wage Rates scale must be included in the contract documents for the projects within the 2017 Capital Improvement Program. The City of Fort Worth Building Construction Wage Rates scale should be adopted by the 2017 CIP due to the proximity of 2017 CIP projects to the City of Fort Worth.

**INFORMATION SOURCE:**

Vicki D. Burris

**2013 PREVAILING WAGE RATES**  
(Commercial Construction Projects)

<b>CLASSIFICATION DESCRIPTION</b>	<b>Wage Rate</b>
AC Mechanic	\$ 25.24
AC Mechanic Helper	\$ 13.67
Acoustical Ceiling Installer	\$ 16.83
Acoustical Ceiling Installer Helper	\$ 12.70
Bricklayer/Stone Mason	\$ 19.45
Bricklayer/Stone Mason Trainee	\$ 13.31
Bricklayer/Stone Mason Helper	\$ 10.91
Carpenter	\$ 17.75
Carpenter Helper	\$ 14.32
Concrete Cutter/Sawer	\$ 17.00
Concrete Cutter/Sawer Helper	\$ 11.00
Concrete Finisher	\$ 15.77
Concrete Finisher Helper	\$ 11.00
Concrete Form Builder	\$ 15.27
Concrete Form Builder Helper	\$ 11.00
Drywall Mechanic	\$ 15.36
Drywall Helper	\$ 12.54
Drywall Taper	\$ 15.00
Drywall Taper Helper	\$ 11.50
Electrician (Journeyman)	\$ 19.63
Electrician Apprentice (Helper)	\$ 15.64
Electronic Technician	\$ 20.00
Floor Layer	\$ 18.00
Floor Layer Helper	\$ 10.00
Glazier	\$ 21.03
Glazier Helper	\$ 12.81
Insulator	\$ 16.59
Insulator Helper	\$ 11.21
Laborer Common	\$ 10.89
Laborer Skilled	\$ 14.15
Lather	\$ 12.99
Metal Building Assembler	\$ 16.00
Metal Building Assembler Helper	\$ 12.00
Metal Installer (Miscellaneous)	\$ 13.00
Metal Installer Helper (Miscellaneous)	\$ 11.00
Metal Stud Frammer	\$ 16.12
Metal Stud Frammer Helper	\$ 12.54
Painter	\$ 16.44
Painter Helper	\$ 9.98
Pipefitter	\$ 21.22
Pipefitter Helper	\$ 15.39
Plasterer	\$ 16.17
Plasterer Helper	\$ 12.85
Plumber	\$ 21.98
Plumber Helper	\$ 15.85
Reinforcing Steel Setter	\$ 12.87

Reinforcing Steel Setter Helper	\$	11.08
Roofer	\$	16.90
Roofer Helper	\$	11.15
Sheet Metal Worker	\$	16.35
Sheet Metal Worker Helper	\$	13.11
Sprinkler System Installer	\$	19.17
Sprinkler System Installer Helper	\$	14.15
Steel Worker Structural	\$	17.00
Steel Worker Structural Helper	\$	13.74
Waterproofer	\$	15.00
<b>Equipment Operators</b>		
Concrete Pump	\$	18.50
Crane, Clamsheel, Backhoe, Derrick, D'Line Shovel	\$	19.31
Forklift	\$	16.45
Foundation Drill Operator	\$	22.50
Front End Loader	\$	16.97
Truck Driver	\$	16.77
Welder	\$	19.96
Welder Helper	\$	13.00

The prevailing wage rates shown for Commercial construction projects were based on a salary survey conducted and published by the North Texas Construction Industry (Fall 2012) Independently compiled by the Lane Gorman Trubitt, PLLC Construction Group. The descriptions for the classifications listed are provided on the TEXO's (The Construction Association) website. [www.texoassociation.org/Chapter/wagerates.asp](http://www.texoassociation.org/Chapter/wagerates.asp)

**ACTION AGENDA ITEM  
BOARD MEETING  
April 10, 2018**

**TOPIC: AUTHORIZE SUPERINTENDENT TO NEGOTIATE AND EXECUTE AGREEMENT WITH CITY OF BENBROOK FOR SUBLEASE PARTNERSHIP FOR SOFTBALL FIELD FOR BENBROOK MIDDLE-HIGH SCHOOL**

**BACKGROUND:**

Fort Worth ISD and the City of Benbrook are entering into a ten year sublease partnership agreement whereby Benbrook Middle-High School and the Benbrook Youth Baseball and Softball Association (BYBSA) can share, for their respective athletic programming, Field 1, located in Dutch Branch Park. Funds from the 2017 CIP will be used to modify and improve the premises. The agreement provides for exclusive usage (including maintenance) of the field adjacent to the campus during the high school softball season. Responsibilities for maintenance and upkeep will revert to BYBSA during the off-season.

Currently, the Benbrook Middle-High School softball team travels to the Clark Softball Complex (approx. 13 miles) for practice, games and other team activities.

**STRATEGIC GOAL:**

**2-Improve Operational Effectiveness and Efficiency**

**ALTERNATIVES:**

1. Approve Authorize Superintendent to Negotiate and Execute Agreement with City of Benbrook for Sublease Partnership for Softball Field for Benbrook Middle-High School
2. Decline to Approve Authorize Superintendent to Negotiate and Execute Agreement with City of Benbrook for Sublease Partnership for Softball Field for Benbrook Middle-High School
3. Remand to staff for further study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorize Superintendent to Negotiate and Execute Agreement with City of Benbrook for Sublease Partnership for Softball Field for Benbrook Middle-High School

**FUNDING SOURCE**

***Additional Details***

No Cost

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**

District Operations  
Athletic Department  
Benbrook Middle-High School

**RATIONALE:**

The partnership agreement will provide a home field for the Benbrook Middle-High School softball program.

**INFORMATION SOURCE:**

Art Cavazos

**ACTION AGENDA ITEM  
BOARD MEETING  
APRIL 10, 2018**

**TOPIC: APPROVE THE EARLY COLLEGE HIGH SCHOOL (ECHS) CALENDAR  
FOR THE 2018-2019 SCHOOL YEAR**

**BACKGROUND:**

Every year the Fort Worth ISD Board of Trustees approves school calendars developed with input from a calendar committee and different organizational groups. All recommended 2018-2019 calendars meet the 75,600 minutes' state requirement. The ECHS calendar is designed to meet the instructional needs of the students. Testing dates, staff development waiver days, TCC calendar, holidays, snow days, fall, winter, and spring breaks were considered and discussed when developing the ECHS calendar.

Attached you will find a copy of the recommended calendar.

**STRATEGIC GOAL:**

**1-Increase Student Achievement**

**ALTERNATIVES:**

1. Approve the Early College High School (ECHS) Calendar for the 2018-2019 school year.
2. Decline to approve the Early College High School (ECHS) Calendar for the 2018-2019 school year.
3. Remand to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Early College High School (ECHS) Calendar for the 2018-2019 school year.

**FUNDING SOURCE**

*Additional Details*

No Cost

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**

All Fort Worth ISD schools, departments, and community.

**RATIONALE:**

Approval of the 2018-2019 school year ECHS calendar will provide advanced information for school personnel, parents, students, and the community regarding the coming school year.

**INFORMATION SOURCE:**

Cherie Washington

August 2018						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

October 2018						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

January 2019						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March'						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

April 2019						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

July 2019						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**HOLIDAYS \* NO STUDENTS**

**STAFF DAYS \* NO STUDENTS**

**SEMESTER MILESTONES**

<b>FALL 2018</b>	89 DAYS (TEACHER)
	81 DAYS (STUDENT)

<b>SPRING 2019</b>	98 DAYS (TEACHER)
	92 DAYS (STUDENT)

**AUGUST**

- \* Thursday, Aug 9 - Wednesday, Aug 15 Teacher Prep/In Service
- \* **Thursday, August 16 - FIRST DAY OF SCHOOL**

**SEPTEMBER**

- \* Monday, September 3 - Labor Day

**OCTOBER**

**JANUARY**

- \* Monday, December 17 - Tuesday, January 8 - Winter Break for Students
- \* Monday, January 7 - Teacher Prep
- \* Tuesday, January 8 - Waiver Day
- \* Wednesday, January 9 - Spring Semester Begins
- \* Monday, January 21 - Martin Luther King, Jr. Day

**MARCH**

- \* Monday, March 11 - Friday, March 15 - Spring Break

**NOVEMBER**

- \* Monday, November 19 - Friday, November 23 - Thanksgiving Break

**MAY**

- \* Friday, May 24 - Last Day of School
- \* Monday, May 27 - Memorial Day

**DECEMBER**

- \* Friday, December 14 - Fall Semester Ends
- \* Monday, December 17 - Tuesday, January 8 - Winter Break for Students
- \* Thursday, December 20 - Friday, January 4 - Winter Break for Teachers

**JULY**

- \* Thursday, July 4 - Independence Day

**ACTION AGENDA ITEM  
BOARD MEETING  
APRIL 10, 2018**

**TOPIC: APPROVE RESOLUTION HONORING THE LIVES AND LEGACIES OF CÉSAR E. CHÁVEZ AND DOLORES C. HUERTA**

**BACKGROUND:**

There has been a need to recognize and honor Latinos and Latinas who have contributed greatly to our country. César E. Chávez and Dolores C. Huerta worked together for 30 years as labor and civil rights leaders. They realized early on that working together they could achieve more than working separately.

**STRATEGIC GOAL:**

**3-Enhance Family and Community Engagement**

**ALTERNATIVES:**

1. Approve the resolution honoring the lives and legacies of César E. Chávez and Dolores C. Huerta.
2. Decline to approve the resolution honoring the lives and legacies of César E. Chávez and Dolores C. Huerta.
3. Remand to staff for further study.

**SUPERINTENDENT'S RECOMMENDATION:**

Board decision.

**FUNDING SOURCE**

*Additional Details*

No Cost

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**

Fort Worth ISD

### **RATIONALE:**

Approving the resolution will honor the lives and legacies for César E. Chávez and Dolores C. Huerta.

### **INFORMATION SOURCE:**

Jacinto Ramos, Jr.  
Anael Luebanos

**RESOLUTION**

**Fort Worth Independent School District Board of Trustees**

**Resolution to Honor the Lives and Legacies of César E. Chávez and Dolores C. Huerta**

**WHEREAS**, César E. Chávez and Dolores C. Huerta worked together as labor and civil rights leaders for 30 years;

**WHEREAS**, César E. Chávez and Dolores C. Huerta together added up to a formidable duo which led to the formation of the United Farm Workers Union in 1962 to contest the poor treatment of the workers in the fields, and sought to empower these workers by organizing the first union to acquire labor contracts for farm workers in the grape fields;

**WHEREAS**, César E. Chávez and Dolores C. Huerta changed the attitude of the workers in the fields and the nation far by leading them to rally to the slogan, “Si, Se Puede,” (We can do it) by empowering all to fight for civil rights and to strive for justice for all people and especially the voiceless in society;

**WHEREAS**, for more than three decades, César E. Chávez and Dolores C. Huerta led this groundbreaking organization by effecting social change through peaceful means such as boycotts and strikes. The Union’s efforts influenced and inspired millions of Americans forging a diverse national coalition in a hard-won struggle to achieve fair wages, medical coverage, pension benefits, humane living conditions, and perhaps most important, dignity and respect for the hundreds of thousands of farmworkers across the country;

**WHEREAS**, César E. Chávez and Dolores C. Huerta believed children need to be taken care of but more importantly, also educated in the process. They believed it is not enough to teach young people to be successful, to seek achievement, and to make progress as individuals, but believed their ambition must include the aspirations and needs of others;

**WHEREAS**, by successfully organizing the poorest of the poor, César E. Chávez and Dolores C. Huerta gave hope and pride to generations of Latinos and Latinas. They also inspired millions of other Americans from all walks of life who never worked on a farm to strive for social justice.

**NOW, BE IT FURTHER RESOLVED** that the FWISD Board of Trustees would like to formally request that annually the Monday prior to the birthdate of César E. Chávez, March 31<sup>st</sup>, become a holiday for the students of Fort Worth ISD, to honor the lives and legacies of César E. Chávez and Dolores C. Huerta.

**NOW, BE IT FURTHER RESOLVED** that the FWISD Board of Trustees encourages students to observe this day as a “day on, not a day off” and are encouraged to implement and participate in service-learning projects based on the life, work, and values of César E. Chávez and Dolores C. Huerta.

**NOW, BE IT FURTHER RESOLVED** that revisions to all 2018-2019 District calendars reflect the Monday prior to March 31<sup>st</sup> as a student holiday honoring the lives and legacies of César E. Chávez and Dolores C. Huerta. In addition, all future calendars shall reflect this change.

**APPROVED** on the 10<sup>th</sup> day of April 2018 by the Fort Worth ISD Board of Trustees.

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Tobi Jackson, School Board President  
District 2

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Ann Sutherland, First Vice President  
District 6

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Christene C. Moss, Second Vice President  
District 3

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Anael Luebanos, Board Secretary  
District 8

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Jacinto “Cinto” Ramos, Jr.  
District 1

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T.A. Sims, Sr.  
District 4

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Judy Needham  
District 5

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Norman Robbins  
District 7

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Ashley Paz  
District 9