

Fort Worth Independent School District



SPECIAL TERMS AND CONDITIONS

In submitting a bid/proposal, Bidder/Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this bid/proposal between the vendor and the Fort Worth Independent School District. By submitting a bid/proposal, each Proposer agrees to waive any claim it has or may have against the Fort Worth Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any bid/proposal; waiver of any requirements under the bid/proposal documents; acceptance or rejection of any Bids/Proposals; and award of Contracts, if any.

1. WITHDRAWING BIDS/PROPOSAL

Bids/Proposals deposited with the Fort Worth Independent School District (hereinafter called "FWISD" or "District") can be withdrawn, upon written request, prior to the time set for opening bids/proposals. A bid/proposal may not be withdrawn after the bids/proposals have been opened, and the Bidder/Proposer, by submitting a bid/proposal, warrants and guarantees that the bid/proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Bids/Proposals cannot be altered or amended after opening time. Any alterations made before opening time **must** be initialed by bidder/proposer or his/her authorized agent.

2. CONSIDERATION OF BIDS/PROPOSALS

Bids/Proposals must be electronically signed by an individual authorized to contractually bind the company, and submitted in the FWISD electronic procurement system (eBid system - <https://FWISD.ionwave.net>) PRIOR TO the bid/proposal due date and time. Late bid/proposals submittals will not be considered. After bids/proposals are unsealed and publicly read aloud, the bids/proposals will be tabulated for comparison on the basis of the bid/proposal prices and quantities shown in the bid/proposal.

The Fort Worth Independent School District Board of Trustees reserves the right to reject any or all bids/proposals, to waive technicalities, and to re-advertise for new bids/proposals, or proceed to do the work otherwise in the best interests of the District.

Cash discounts with terms less than thirty (30) days will not be considered in the awarding of Bids/Proposals and will be tabulated as "net."

The District may elect to issue subsequent bids/proposals and approve additional vendors for the same or similar items/services during the agreement period, if it is determined to be in the best interest of the District. Subsequent proposals will have the same proposal number followed by an alpha character i.e. (Bid/Proposal xx-xxx-A). Vendors that have responded successfully to the original or a subsequent bid/proposal do not have to respond to other subsequent bids/proposals.

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3. AWARD CRITERIA

The District reserves the right to award this bid/proposal to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the bidder/proposer chooses to bid/propose “all or none” or is not agreeable to multiple or split awards, it must be noted as a Deviation and included with the bid/proposal.

Regardless of the award of Bid/Proposal, the District retains the right to purchase the same or similar goods and services from other sources should it be determined that doing so would be in the District's best interest.

4. IRREGULAR BIDS/PROPOSALS

Bids/Proposals will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate RFSCPs, failure to return all forms and copies, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.

5. REJECTION OF BIDS/PROPOSALS

The District reserves the right to reject any or all bids/proposals, and all bids/proposals submitted are subject to this reservation. Bids/Proposals may be rejected, among other reasons, for any of the following specific reasons:

- A. Bid/Proposal received after the time limit for receiving bids as stated in the advertisement.
- B. Bid/Proposal containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient bid/proposal guaranty, if required.
- E. Where the Bidder/Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

6. DISQUALIFICATION OF BIDDERS/PROPOSERS

Bidders/proposers may be disqualified and their bids/proposals not considered, among other reasons, for any of the following specific reasons:

- A. Reason for believing collusion exists among the Bidders/Proposers.
- B. Reasonable grounds for believing that any Bidder/Proposer is interested in more than one bid/proposal for the work contemplated.
- C. Where the Bidder/Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.
- D. The Bidder/Proposer being in arrears on any existing Contract/Purchase Order or having defaulted on a previous Purchase Order.
- E. Lack of competency as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- F. Uncompleted work that in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded.
- G. Where the Bidder/Proposer has failed to perform in a satisfactory manner on a previous Purchase Order/Contract.

7. CONFIDENTIAL OR PROPRIETARY MARKINGS

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Any portion of the bid/proposal that Bidder/Proposer considers confidential or proprietary information, or to contain trade secrets of Bidder/Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

8. NEW MATERIALS

Unless otherwise stated in the specifications, all supplies and components to be provided under this Bid/Proposal shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this Bid/Proposal the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

9. BRAND NAME OR SUITABLE SUBSTITUTE

This clause is applicable only when a "brand name or suitable substitute" description is included in a solicitation. As used in this clause, the term "brand name" includes identification or products by make and model.

- A. If items for which bids/proposals have been called for have been identified by a "brand name or suitable substitute" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids/Proposals offering "suitable substitute" products will be considered for award if such products are clearly identified in the bids/proposals and are determined by the District, at its sole discretion, to be equal in all material respects to the brand name products referenced.
- B. Should any product be delivered or service performed which is not as the successful Bidder/Proposer has purported it to be in its submitting of this Bid/Proposal, said Bidder/Proposer will be required to correct any deficiencies without additional cost to the District.

10. SAMPLES

Samples and/or product specification documents may be required for items, as specified in the Specific Terms, Conditions, and Specifications. Product specification documents (as required in the Specific Terms, Conditions, and Specifications) shall be submitted with the bid/proposal, properly referenced and clearly marked so as to indicate related bid/proposal item. Samples, when requested on the Specific Terms, Conditions, and Specifications, must be furnished at no cost to the District and will not be returned. Each sample should be clearly marked with bidder's/proposer's name, bid/proposal number, and item number on the bid/proposal. **DO NOT ENCLOSE IN OR ATTACH BID/PROPOSAL TO SAMPLE.** FWISD assumes no responsibility for the handling of samples in any manner. Improperly identified samples will not be considered.

When samples and/or product specifications are not required to be submitted with the bid/proposal (not stated on the Specific Terms, Conditions and Specifications) FWISD reserves the right to request samples and/or product specification documents for any merchandise submitted for bid/proposal before final selections are made. Samples and/or product specifications requested after bid/proposal opening must be received within five (5) calendar days after request.

11. INTER-LOCAL AGREEMENT CLAUSE

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FWISD is a member of various purchasing cooperatives. If these governmental entities decide to participate in this award it is assumed that you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply.

Governmental entities utilizing Internal Governmental contracts with FWISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than FWISD will be billed directly to that governmental entity and paid by that governmental entity. FWISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed.

12. PURCHASES

All purchase commitments by the District will be made via a properly drawn and issued purchase order. **DO NOT** provide goods/services absent a bona-fide, signed purchase order. Deliveries made absent a bona-fide, signed purchase order will be the responsibility of the vendor.

13. TERMS OF PAYMENT

Terms of payment to the successful Bidder/Proposer will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment. Invoices shall be fully documented in accordance with the specifications and contain individual pricing for each item. **NO PAYMENTS SHALL BE MADE ON INVOICES NOT LISTING AN FWISD PURCHASE ORDER NUMBER.**

Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded.

Email your invoice(s) to accountspayables@fwisd.org. Please include the following items on your invoice document:

- Company Name and Name of Contact
- Remit Address
- Invoice Number
- Invoice Date
- Purchase Order Number
- Ship to Information
- Details of items shipped and/or services rendered
- Total amount due

It is preferred that you email your invoices; however, if you do not have this capability, you may mail your invoice to the following address:

Fort Worth Independent School District
ATTN: Accounts Payable
100 N. University Drive, Suite NW 140-E
Fort Worth, Texas 76107

The District shall have the option of using the District's Purchase Card to make purchases from the Proposer. The District's purchase card is similar to a credit card in that there will be a small fee which the Vendor will be required to pay and the Vendor will receive payment directly from the card issuer rather than the District. Any and all fees related to this type of payment are the responsibility of the Vendor. In no case will the District allow increases in prices to offset credit card fees paid by the Vendor or any other charges incurred by the Vendor, unless specifically stated.

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14. TAX EXEMPT STATUS

The Fort Worth Independent School District is exempt from Federal Excise Tax. **DO NOT INCLUDE TAX IN BID/PROPOSAL PRICES.** Excise Tax Exemption Certificate will be furnished upon request. FWISD Federal ID Number is 75-6001613.

16. RIGHTS TO INSPECT AND AUDIT

The Vendor (and Vendor's suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement. Such right of examination shall include reasonable access to and cooperation by all Vendors personnel who have worked on or have knowledge related to the performance of this bid/proposal. Proprietary/Trade Secret information pertaining to this bid/proposal may not be withheld from the District or its Authorized Representative.

17. VENDOR RESPONSIBILITIES

The Vendor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Bid/Proposal. Neither acceptance of such Work by the District, nor payment therefore, shall relieve the Vendor of this responsibility. If and when applicable, the Vendor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.

18. ASSIGNMENT

The successful Bidder/Proposer may not assign its rights and duties under an award without the written consent of the Fort Worth Independent School District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

19. TERMINATION OF WORK FOR DISTRICT CONVENIENCE

Whenever FWISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting award for the District's convenience. Such termination shall be effective thirty (30) days after FWISD delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and FWISD shall have no liability for, any costs under this Bid/Proposal that are not necessary for actual performance of the Bid/Proposal between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, FWISD shall have no liability to Vendor for lost or anticipated profit resulting there from.

20. COMMITMENT OF CURRENT REVENUE

The FWISD can terminate any resulting award for this Bid/Proposal with thirty (30) calendar days notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit the FWISD to terminate this Bid/Proposal in order to enter other Contracts or make other arrangements for essentially the same services made the subject of this Bid/Proposal. **Any contract resulting of this solicitation is for current year revenues only (Local Government Code Section 271.903). Multi-term agreements are subject to review, ratification, or renewal by the Board of Trustees at the end of each term.**

21. NON-APPROPRIATION CLAUSE

If for a fiscal year (July 1 through June 30) of this contract, the Board of Trustees, for any reason, fails to

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appropriate funds for these goods/services, the District will notify the vendor immediately and will no longer be obligated under the contract.

22. DEFAULT AND REMEDIES

The Vendor shall be considered in default of this bid/proposal, and such default shall be grounds for the District to terminate any resulting award for this bid/proposal and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this bid/proposal and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this bid/proposal under this Item 21 be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience under above Item 19.

23. GRATUITIES

The District may, by written notice to the Vendor, cancel this Bid/Proposal without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board Member, officer, or employee of the Fort Worth Independent School District with a view toward securing a bid/proposal or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

24. JURISDICTION

The Purchase Order(s) resulting from this Bid/Proposal shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Tarrant County, Texas.

25. NOTICE OF DELAYS

Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice in writing to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

26. FORCE MAJEURE

Neither Vendor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Bid/Proposal is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this Bid/Proposal, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating

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any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this Bid/Proposal.

27. DELIVERIES OF GOODS

- A. A specific delivery date may be required to be a part of each bid/proposal. The District considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the District at the specified delivery location.
- B. All items covered by this bid/proposal shall be delivered F.O.B Destination Fort Worth ISD, from point of assembly to the District location(s) specified on each purchase order. **BID/PROPOSAL PRICING SHALL INCLUDE ALL FREIGHT/DELIVERY CHARGES.** The District shall not be liable for any deliveries of merchandise unless same has been received at the specified delivery location within the Fort Worth Independent School District, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Bidder/Proposer until after the District completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Bidder/Proposer.
- C. Deliveries will be made only upon authorization of the Fort Worth Independent School District, and shall be made if, as, and when required and ordered by the District, at such intervals as directed by the District. It is important that each supplier understand the following information:
- All purchases made by the District will be made via FWISD purchase order.
 - Do not provide goods/services absent a bona-fide, signed purchase order.
 - Do not provide goods/services exceeding the quantities contained on the purchase order.
 - The District will only pay invoices which match the purchase order description, quantity, and price.
- D. Deliveries shall be to the location identified in each Purchase Order. Each proof of delivery shall list the FWISD purchase order number, exact quantity delivered, back orders (if any) and number of pallets.
- E. Bidder/Proposer warrants that all deliveries made under the Purchase Order will be of the type and quality specified; and the District may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The District shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.
- F. Failure by the Vendor to make reasonable delivery as and when requested shall entitle the District to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the bid/proposal price.
- G. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any liens.
- H. Acceptance by the District of any delivery shall not relieve the Vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

28. PERFORMANCE OF SERVICES

- A. Performance of services will be made only upon authorization of the District, in the form of a bona-fide,

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signed Purchase Order and shall thereafter be made if, as, and when required and ordered by the District.

- B. Performance of services shall be at the location identified in each order.
- C. The scope of this bid/proposal and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.
- D. Bidder/Proposer warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required in the specifications.
- E. Failure by the Vendor to make reasonable progress as and when requested shall entitle the District to seek work from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the bid/proposal price.
- F. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any materialman's, supplier's, or other type liens.
- G. All work performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type Bid/Proposal.
- H. If deemed necessary, inspections will be made by authorized district personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.
- I. Failure of Vendor to fully comply with the terms and provisions of this Bid/Proposal shall constitute grounds for declaring the Vendor in default.
- J. Acceptance by the District of any delivery shall not relieve the Vendor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

29. WARRANTY INFORMATION

- A. Warranty – Product: Manufacturers' standard warranty for parts and labor must be included in the prices bid/proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.
- B. Warranty – Price: The price to be paid by the District shall be that contained in Seller's bid/proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this bid/proposal for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.
- C. Warranty – Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by applicable federal and state standards. In the event the product does not conform to these standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

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30. INDEMNIFICATION AND HOLD HARMLESS

The vendor shall defend, indemnify, and hold harmless the Fort Worth Independent School District, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this bid/proposal.

31. PRICE INCREASES

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the CPI in the Dallas/Fort Worth area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for price changes, when required, will be completed forty-five (45) days before date of renewal.

32. INTER-LOCAL AGREEMENTS

Fort Worth Independent School District reserves the right to purchase the goods and/or services in this bid/proposal through an inter-local agreement, if it is deemed that the inter-local agreement is more advantageous to the District.

33. INSTRUCTIONS TO BIDDERS

- 33.1 The Bidder/Proposer is strongly encouraged to read the entire Bid/Proposal document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of bid/proposal.
- 33.2 If any exceptions are taken to any portion of this Bid/Proposal, the Bidder/Proposer must clearly indicate the exception taken and include a full explanation. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the Bid/Proposal as proposed by the District. The District reserves the right to reject a bid/proposal containing exceptions, additions, qualifications, or conditions.
- 33.3 The bid/proposal response **must be electronically signed** by an individual authorized to contractually bind the company submitting the bid/proposal. A failure to electronically sign the bid/proposal will cause it to be rejected as non-responsive. Bids/Proposals must give full firm name and address of bidder/proposer. Person signing bid/proposal should show title or authority to bind his/her firm in a contract.
- 33.4 Sealed bids/proposals shall be ***successfully*** submitted online via the FWISD e bidding system (www://FWISD.ionwave.net) **or** shall be mailed or otherwise delivered to the following address **prior to** the hour and date specified in the bid/proposal document or any subsequent Addenda. It is the supplier's **sole responsibility** to ensure that bid/proposal documents successfully arrive before the due date and time.

No other published dates will be binding. **LATE BIDS/PROPOSALS WILL NOT BE ACCEPTED.** No oral, telegraphic, telephonic, electronic mail, or facsimile transmitted bids/proposal will be considered. The clock located in the FWISD Purchasing Department is considered the official time for receiving and opening bids/proposal.

Fort Worth Independent School District
Purchasing Department
100 N. University Drive, Suite NW 140-F

Fort Worth Independent School District

Fort Worth, Texas 76107

The District's online bidding application utilizes the Internet and the World Wide Web, which is comprised of systems that are completely out of the District's control. It is highly recommended that the suppliers allow themselves enough time to complete a successful submission.

The District strongly requests that bidders/proposers submit the bid online via the FWISD ebidding system.

- 33.5 All questions regarding this invitation **must be submitted in writing** (email preferred) to the buyer listed on the eBid solicitation under "Bid Contact Information". Requests for information/interpretation must be received on or before seven (7) calendar days prior to the opening date. Only questions answered by formal written addenda will be binding.
- 33.6 Addenda will be posted to the FWISD ebidding system (www://FWISD.ionwave.net). It is the responsibility of each bidder/proposer to obtain all addenda that pertains to this bid/proposal. Bidders/Proposers who submit a bid/proposal without acknowledging receipt of all addenda issued may be deemed to have submitted a bid/proposal not responsive to this solicitation. Failure to receive such addenda does not relieve bidder/proposer from any obligation under the bid/proposal submitted. All formal written addenda become a part of the bid/proposal documents.
- 33.7 Bids/Proposals must remain open for acceptance for a period of **ninety (90) days** subsequent to the opening of bids/proposals, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.
- 33.8 The successful bidder(s)/proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the Fort Worth ISD.
- 33.9 All Bidders/Proposers must answer all the bid attributes for the bid/proposal to be considered responsive. All supplemental information required by the Bid/Proposal Form must be included with the Bid/Proposal. Failure to provide complete and accurate information may disqualify the bidder/proposer.
- 33.10 At its November 30, 2015, meeting, the Texas Ethics Commission adopted amendments to Forms CIS and CIQ, that had been previously adopted on August 7, 2015. The Commission adopted these forms as required by [H.B. 23](#), 84th Leg., Regular Session, which became effective September 1, 2015. Please note that the commission does NOT have jurisdiction to interpret or enforce Chapter 176 of the Local Government Code. Prior to H.B. 23, the Office of the Attorney General issued the following advisory opinion: [Opinion No. GA-0446](#). Also, please note that these forms are NOT filed with the Texas Ethics Commission. Failure to abide by these new statutory requirements can result in possible criminal penalties.

Vendors that do business with a school district are required to file a questionnaire to identify any potential conflicts of interest. The CONFLICT OF INTEREST QUESTIONNAIRE can be downloaded from the Texas Ethics Commission web address at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

Note: The Fort Worth Independent School District will not provide any further interpretation or information regarding these new requirements under House Bill No. 23.

- 33.11 In 2015, the Texas Legislature adopted House Bill 1295 – Certificate of Interested Parties. FWSID may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to FWISD at the time the business entity submits the signed contract. Additional

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information is available on the Texas Ethics Commission website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Use the bid/proposal number as the "Contract ID number" and the title of the bid/proposal for the "Description of Goods and Services."

- 33.12 Under Section [231.006](#), Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 33.13 Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.
- 33.14 It is the intent of the Fort Worth Independent School District to foster utilization of historically underutilized businesses (HUBS) including Disadvantaged/Minority/Women-Owned Business Enterprises in its procurement activities. The District is particularly interested in receiving bids/proposals directly from HUBS or from joint ventures involving HUB representation.
- 33.15 It is the policy of the Fort Worth Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
- 33.16 If you learn of any questionable business practices involving FWISD, call the Fraud Hot-Line (817-814-1971). For questions concerning the District's ethics policies and procedures, call the Ethics Help-Line (817-814-2793). All calls shall remain confidential.
- 33.17 In order to ensure the integrity of the selection process, Bidder/Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Bidder/Proposer's response, directly or indirectly, through any contact with school board members or other district officials from the date this Bid/Proposal is released until the award.
- 33.18 This bid/proposal is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of Fort Worth Independent School District, is at any time while the bid/proposal is in effect, an employee of any other party to the bid/proposal in any capacity or a consultant to any other party of the bid/proposal with respect to the subject matter of the bid/proposal.
- 33.19 Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.
- 33.20 Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:
- A. Any offense against a child
 - B. Any sex offense

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- C. Any crimes against persons involving weapons or violence
- D. Any felony offense involving controlled substances
- E. Any felony offense against property
- F. Any other offense the District believes might compromise the safety of students, staff, or property

- 33.21 It is the responsibility of the vendor to comply with Senate Bill 9 – Fingerprinting-based criminal background checks. Upon request, all contractors, subcontractors and their employees must submit to the Fort Worth ISD, proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records.
- 33.22 Use or possession of weapons, fire arms, tobacco, alcohol beverages, controlled substances, and/or drugs, even in vehicles, is strictly prohibited on school district property. Any harassment of employees, students, or volunteers is also strictly prohibited.
- 33.23 Vendors who perform work inside the FWISD facilities are hereby notified that our buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both FWISD's responsibilities and the Employer's responsibility to their employees. As a Vendor it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that FWISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan. Again, it is the Vendor's responsibility to check the Asbestos Management Plan for each facility prior to working in the facility and then to notify their employees performing the actual work. The information is found in section eight (8) for all asbestos that are remaining in the building. If after looking in the Asbestos Management Plan you are uncertain about whether the area you will be working in contains asbestos or not, please contact the Environmental Department at 817-871-3300 for further assistance.
- 33.24 The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this bid/proposal, subject to verification of the same or lower prices and conditions on bid/proposal.
- 33.25 The District reserves the right to extend this solicitation 120 days past end of the period of performance should it be determined that doing so would be in the best interest of the District.

34. RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID WITH FEDERAL FUNDS – 2CFR§200.333

When federal funds are expended by Fort Worth ISD for any contract resulting from this procurement process, the vendor will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

35. COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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When federal funds are expended by Fort Worth ISD for any contract resulting from this procurement process, the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

36. COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor will be in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

37. PERIOD OF PERFORMANCE

Fort Worth ISD has the option to extend this RFP at the end of each period of performance for up to 120 days if determined to be in the best interest of the District to ensure availability of products and/or services.