

Fort Worth Independent School District
REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)

RFCSP Number: 10-066
RFCSP Title: Cool & Heat Window Units
Due Date: November 20, 2009
Prior to: 2pm

Sealed bids/RFCSP will be received in accordance with the attached specifications. The sealed envelope containing your bid/RFCSP should be plainly marked with the bid/RFCSP title, number, and opening date and time. Bids/RFCSPs are publicly opened. You are invited to attend. **PLEASE NOTE: Late bids/RFCSPs WILL NOT be accepted.**

Mail or deliver complete bid/RFCSP package to:

Fort Worth Independent School District
Purchasing Department
100 N. University Drive, Suite NW 140-F
Fort Worth, Texas 76107

For additional information, please contact the person listed below. All questions must be submitted in writing (email preferred) and received on or before seven (7) calendar days prior to the opening date. **No verbal responses will be provided.** Please note that Bid/RFCSP results are **NOT** available by telephone or on our website.

Tina Washington
tina.washington@fwisd.org

BIDDER/PROPOSER IDENTIFICATION: *(Please print information clearly.)*

Firm Name:	_____	Date:	_____
Address:	_____	Phone:	_____
	_____	Fax:	_____
City/St/Zip:	_____	Email:	_____

You MUST sign the Bid/RFCSP Response Form on page 4 in order for your bid/RFCSP to be accepted.

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**SECTION I
BID/RFCSP RESPONSE CHECKLIST**

To be considered a responsive Bid/RFCSP, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G, H, I), the Cover Page, and Sections VIII, plus any/all attachments, must be completed with all requested information, **SIGNED** and **RETURNED** sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the bid/RFCSP date and time.

Please verify that the documents listed below have been completed, signed, and included in your bid/RFCSP prior to submittal. **Failure to return these documents may cause your bid/RFCSP to be rejected.**

- Completed – Cover Page (page 1)
- Completed – Bid/RFCSP Response Form – Form A
- Completed – Deviation/Compliance – Form B
- Completed – Non-Collusion Statement – Form C
- Completed – Criminal Background Check and Felony Conviction Notification – Form D
- Completed – Nonresident Bidder's Certification – Form E
- Completed – Debarment or Suspension Certification – Form F
- Completed – References – Form G
- Completed – HUB Compliance and Forms – Form H
- Completed – EPCNT – Form I
- Completed – W-9, Tax Payer Identification Number & Certification
- Completed – Section VIII – Bid/RFCSP Pricing (if applicable)

FORM A
BID/RFCSP RESPONSE FORM

The undersigned, in submitting this Bid/RFCSP and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/RFCSP; and that he/she has read this entire Bid/RFCSP package (Sections I through VII), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in **all** sections of this Bid/RFCSP.

SUBMITTED BY:

Firm: _____
(OFFICIAL Firm Name)

***MUST BE SIGNED IN INK TO BE
CONSIDERED RESPONSIVE***

By: _____
(Original Signature)

Name _____
(Typed or Printed Name)

Title: _____ (Date) _____
(Type or Printed Title)

Address: _____

City/ST/Zip: _____

Phone #: _____ Fax #: _____

Email: _____

Taxpayer Identification #: _____

***NOTE: Submit copy of Bidder's/
Proposer's current W-9 Form***

Prompt Payment _____ % _____ Days
Discount: _____

I hereby acknowledge receipt of the following addenda (***if applicable***) which have been issued and incorporated into the Bid/RFCSP Document. (*Please initial in ink beside each addenda received.*)

Addendum No. 1 _____ Addendum No. 3 _____

Addendum No. 2 _____ Addendum No. 4 _____

FORM C
NON-COLLUSION STATEMENT

“The undersigned affirms that he/she is duly authorized to execute this bid/RFCSP, that this company, corporation, firm, partnership or individual has not prepared this bid/RFCSP in collusion with any other bidder/proposer, and that the contents of this bid/RFCSP as to prices, terms or conditions of said bid/RFCSP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/RFCSP.”

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____

Bidder Signature: _____

Printed Name: _____

Position/Title: _____ Date Signed: _____

Signature of Company Official Authorizing Bid/RFCSP: _____

Name of Company Official: *(Please type/print)* _____

Official Position: _____ Date Signed: _____

Firm hereby assigns to purchaser any and all claims for overcharges associated with this bid/RFCSP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

FORM D

CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

Bidder/Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Bidder/Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Bidder/Proposer certifies to the FWISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Bidder/Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from FWISD's property or other location where students are regularly present. FWISD shall be the final decider of what constitutes a "location where students are regularly present." Bidder/Proposer's violation of this section shall constitute a substantial failure.

If the Bidder/Proposer 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.

(b) FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract.

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section.

Firm's Name: _____

Authorized Company Official's Name: _____
(please print clearly or type)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official: _____ Date: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

FORM D - CONTINUES ON NEXT PAGE...
 PAGE 1/2
 FORM D - CONTINUED
 PAGE 2/2

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

NOTE: Name and signature of company official should be the same as on the affidavit (Form C)

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Fort Worth ISD pursuant to this Bid/RFCSP on any and all Fort Worth ISD campuses or facilities. Vendor will not assign individuals to provide services at a Fort Worth ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Fort Worth ISD Purchasing Department.

FORM E

NONRESIDENT

BIDDER'S

CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b)

The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a

Resident Bidder of Texas as defined in HB 620.

Signature: _____

Printed Name: _____



I certify that _____ is a

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

City and State: _____

Signature: _____

Printed Name: _____

FORM F

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder/proposer:

- (1) Certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Firm's Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Authorized Company Official's Name: _____
(Typed or printed)

Title of Authorized Representative: _____
(Typed or printed)

Signature of Authorized Company Official: _____

Date Signed: _____

FORM G
REFERENCES

1. Company Name: _____
Address: _____

Business Phone: _____ Fax: _____
Contact Person: _____ Email: _____

Description of project or work completed: _____

2. Company Name: _____
Address: _____

Business Phone: _____ Fax: _____
Contact Person: _____ Email: _____

Description of project or work completed: _____

3. Company Name: _____
Address: _____

Business Phone: _____ Fax: _____
Contact Person: _____ Email: _____

Description of project or work completed: _____

FORM H

COMPLIANCE GUIDELINES & FORMS HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM

**This Form should be completed and signed by the Prime Vendor/Contractor.
The HUB requirements are applicable to all bidders/proposers, including HUB firms.
These forms must be attached to any procurement documents submitted to the
Fort Worth ISD and are due at the time of bid/proposal opening.**

**SUMMARY OF UTILIZATION
HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM**

- ◆ The attached HUB Compliance Guidelines and Forms are due at the time of bid/proposal. The HUB Compliance Guidelines and Forms are not transferable from previously submitted bids or proposals.
- ◆ The District's HUB participation expectation is 25% utilization of the total dollar value of the contract. The HUB goal is applicable to any change orders, additional services, modifications or revisions to the original contract.
- ◆ The District recognizes certifications issued by the State of Texas Historically Underutilized Business (HUB), North Central Texas Regional Certification Agency (NCTRCA), the U.S Small Business Administration (SBA) or any other recognized certification agency.
- ◆ Failure to be certified as a HUB does not preclude a firm from participating in the District's contracting and purchasing activities.
- ◆ All District bidders/proposers are required to demonstrate positive and reasonable good faith efforts to subcontract with and/or procure supplies/services with HUBs in available subcontracting areas. The District reserves the right to determine if a company has demonstrated good faith effort. Primes who propose to utilize their own workforce will be required to provide a detailed explanation.
- ◆ Changes to the List of Subcontractors in the HUB Utilization Plan must be reviewed and approved in writing by the Purchasing Department and/or the District CIP office, prior to any changes being made.
- ◆ The prime shall notify the Purchasing Department and/or the District CIP office if the percentage of HUB participation declines or falls below the level of participation represented in the HUB Utilization Plan. The prime shall promptly notify the Purchasing Department and/or the District CIP office within 7 days and obtain a listing of other qualified HUB vendors to meet the commitment amount.
- ◆ The Prime will be required to submit a Prime Assessment Report indicating the amounts paid to the subcontractors. Proof of payment reflecting the pay activity report should be attached. Approved proofs of payments are cancelled checks, partial release of liens or notarized letter from the subcontractor stating the bid package number, date and total amount received to date and amount received that month. The Prime Assessment Report will be submitted as requested by the District.
- ◆ Prime agrees to establish a written contract with each subcontractor. At minimum, the contract must include the scope of work, payment terms, nondiscrimination clause, termination of HUB Clause, Prompt Payment Clause, and Retainage Clause. (If applicable).
- ◆ The prime will be required to maintain records showing the subcontract/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to HUBs, and copies of executed contracts with HUBs. The prime shall provide access to books, records and accounts to authorized officials of the District, state or Federal agencies for the purpose of verifying HUB participation and good faith efforts to carry out this HUB policy. All District contracts are subject to HUB audit.

HUB UTILIZATION PLAN

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the Fort Worth Independent School District in accordance with the expectation specified in this solicitation.

- ◆ Respondents shall submit a completed Compliance Guidelines & Forms for the HUB Program in order to be considered responsive. Failure to submit the form may result in the bid, proposal or other expression of interest to be considered non-responsive.
- ◆ Respondents who intend to Self-Perform all of their work are still required to submit this form with the appropriate fields completed.

SECTION 1: PROJECT INFORMATION		
A. Bid / Proposal Title:		
B. Bid Package Number:		
C: Capital Improvement Program:	Yes: <input type="checkbox"/>	No: <input type="checkbox"/>

SECTION 2: RESPONDENT'S INFORMATION			
A. Company Name:			
B. Address:			
C. Phone Number:			
D: Fax:			
E: Contact Person:			
F: E-mail Address		Cell Phone:	

SECTION 3: HUB CERTIFICATION INFORMATION			
A. Is your company a certified Historically Underutilized Business? i.e. Minority or Woman Owned Business?			
Yes: <input type="checkbox"/>		No: <input type="checkbox"/>	
If Yes, Complete the following: <i>(Please take note under page 2, third bullet point of the acceptable types of certifications)</i>			
B. Certifying Agency:			
C: Certification Number:			
D: Expiration Date:			
E: Ethnicity / Gender:			

SECTION 4: HISTORICAL UTILIZATION			
<i>Complete the table below with information from previous experience with the Fort Worth ISD. If no Fort Worth ISD experience, please list information from similar projects with different entities.</i>			
Entity & Project Name	Entity's HUB Program Contact Person's Name and Phone Number	HUB Firm Contact Person and Phone Number (List a max of 3 utilized firms per project)	Percent achieved Subcontractors/Suppliers or Joint Venture
<i>Example: ABC Independent School District, BP 009 2001 Bond Program</i>	<i>Sally Nicholson, M/WBE Manager 972-555-5555</i>	<i>XYZ Company, Jack Nicholson, 972-555-5555 BDH Inc, Peter Nash, 817-555-8855 POW Landscaping, David 214-555-0055</i>	<i>32%</i>

SECTION 5: MENTOR PROTÉGÉ OR JOINT VENTURE	
<input type="checkbox"/>	Yes My Company has attached a Mentor Protégé Plan and/or a Joint Venture Agreement.
<input type="checkbox"/>	No My Company has not attached a Mentor Protégé Plan nor a Joint Venture Agreement.

SECTION 6: GOOD FAITH EFFORT
<ul style="list-style-type: none"> • <i>Complete the following only if you were not able to meet the District's HUB expectation on this project.</i> • <i>Fort Worth ISD reserves the right to determine Good Faith Effort. You may be asked to submit additional information.</i>
<p>a. Provide written notification of the subcontracting opportunity to five (5) or more HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.</p>
<p>b. Provide written notification of the subcontracting opportunity to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.</p>
<p>c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the Fort Worth ISD has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the District.</p>

SECTION 7: HUB UTILIZATION PLAN

- ◆ List all HUB and Non-HUB firms that you anticipate utilizing in this project. Complete Column 1 – 8.
- ◆ According to the District Policy, only certified Minority or Women owned firms will be counted towards meeting the District’s HUB participation.
- ◆ Provide a copy of the minority certificate for all HUB firms listed below.
- ◆ If needed make additional copies of this page.

<p>Column 1: List type of work to be performed Column 2: Firm information, must provide firm’s address. Column 3: Firm’s contact person and contact information Column 4: If firm is certified by a Fort Worth ISD recognized certifying agency. Please find a list of agencies under the Summary of Utilization of HUBs, page 13, third bullet.</p>	<p>Column 5: Certification number Column 6: List firm’s ethnicity as AA – African American; AI – Asian Indian; AP – Asian Pacific American; NA – Native American; HI – Hispanic American; WO – American Women (excludes AA, AI, AP, NA, ,HI women); gender as M – Male; F - Female Column 7: Indicate dollar amount quoted for each Column 8: Indicate percentage of the total contract amount</p>
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Type of Work (1)	Firm Name & Address (2)	Contact Name & Phone (3)	Certif. Agency (4)	Certif. Number (5)	Ethnicity / Gender (6)	Quote (\$) (7)	% (8)
HUB Certified Firms							
Total							
Other Firms							
Total							

The Respondent affirms that no revisions, deletion or substitution will be made to this list without prior approval from the District.

Respondent to Initialize & date here: _____

AFFIRMATION

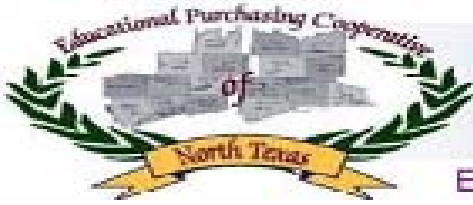
As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed above, and that the information and supporting documentation submitted are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent will submit Prime Assessment Report – PAR to the District or District’s representative, verifying their compliance with this HUB Utilization Plan, including the use/expenditure they have made to subcontractors.
- The respondent must seek approval from the District prior to making any modifications to their HUP.

Bid Package Number:		Bid Package Title:	
PRINT NAME:		DATE:	
SIGNATURE:		TELEPHONE:	

DISTRICT USE ONLY			
Bid Package Number:		Bid Package Title:	
REVIEWD BY			
Print Name:		Title:	
Signature:		Date:	
Date Submitted to HUB Office:			
HUB OFFICE			
Received on:			
Received By:		Title:	
Signature:		Date entered into system:	

FORM I



INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Fort Worth Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes _____

No _____

If you (the vendor) check yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with the Fort Worth Independent School District 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 Fort Worth Independent School District will be billed directly to that governmental entity and paid by that government entity. Fort Worth Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order it own material/service as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com/INDEX.htm>

Company Name:

(Typed or printed)

Title of Authorized Representative:

(Typed or printed)

Signature of Authorized Company Official:

Date Signed:

SECTION II – INSTRUCTIONS TO BIDDERS/PROPOSERS

1. To be considered a responsive Bid/RFCSP, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G, H, I), the Cover Page, and Sections VII and VIII, plus any/all attachments, must be completed with all requested information, **signed** and returned **sealed** in an envelope or other appropriate package adequate to conceal and contain the contents prior to the bid/RFCSP date and time. Each bid/RFCSP shall be placed in a separate envelope and properly identified with the Bid/RFCSP Number, Bid/RFCSP Title, Name of Company submitting bid/RFCSP, and the established time and date to be opened.
2. The Bidder/Proposer is strongly encouraged to read the entire Bid/RFCSP document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of bid/RFCSP.
3. If any exceptions are taken to any portion of this Bid/RFCSP, the Bidder/Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form or as a separate attachment to the Bid/RFCSP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the Bid/RFCSP as proposed by the District. The District reserves the right to reject a bid/RFCSP containing exceptions, additions, qualifications, or conditions.
4. The bid/RFCSP response **must be signed** by an individual authorized to contractually bind the company submitting the bid/RFCSP. A failure to sign the bid/RFCSP will cause it to be rejected as non-responsive. Bids/RFCSPs must give full firm name and address of bidder/proposer. Person signing bid/RFCSP should show title or authority to bind his/her firm in a contract.
5. Bids/RFCSPs **must be received** in the Purchasing Department office **prior to** the hour and date specified in this document or any subsequent Addenda. No other published dates will be binding. **LATE BIDS/RFCSPS WILL NOT BE ACCEPTED.** No oral, telegraphic, telephonic, electronic mail, or facsimile transmitted bids/RFCSPs will be considered. The clock located in the FWISD Purchasing Department is considered the official time for receiving and opening bids/RFCSPs.
6. Sealed bids/RFCSPs shall be mailed or otherwise delivered to the following address:

Fort Worth Independent School District
Purchasing Department
100 N. University Drive, Suite NW 140-F
Fort Worth, Texas 76107

7. All questions regarding this invitation **must be submitted in writing** (email preferred) to the buyer identified on the first page of this document. 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.

Addenda will be posted to the Fort Worth ISD web page. You may obtain the addenda from our internet/web site address at <http://www.fwisd.org/business/purchasing>. It is the responsibility of each bidder/proposer to obtain all addenda that pertains to this bid/RFCSP. **Bidders/Proposers who fail to check the website and submit a bid/RFCSP without acknowledging receipt of all addenda issued may be deemed to have submitted a bid/RFCSP not responsive to this solicitation.** Failure to receive such addenda does not relieve bidder/proposer from any obligation under the bid/RFCSP submitted. All formal written addenda become a part of the bid/RFCSP documents. Bidders/proposers shall acknowledge receipt of all addenda in the Bid/RFCSP Response Form.

8. Bids/RFCSPs must remain open for acceptance for a period of **ninety (90) days** subsequent to the opening of

bids/RFCSPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.

10. 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.
11. All Bidders/Proposers must execute the forms enclosed (or otherwise requested herein) for the bid/RFCSP to be considered responsive. The name of the company representative on these forms should be the same. All supplemental information required by the Bid/RFCSP Form must be included with the Bid/RFCSP. Failure to provide complete and accurate information may disqualify the bidder/proposer.
12. On May 25, 2007, the Texas Senate passed House Bill No. 1491, providing clarification to Chapter 176 of the Texas Local Government Code, which imposes new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning on January 1, 2006. 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 District internet/web address at <http://www.fwisd.org> or the Texas Ethics Commission web address at http://www.ethics.state.tx.us/whatsnew/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. 1491.
13. 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/RFCSPs directly from HUBS or from joint ventures involving HUB representation.
14. 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.
15. If you learn of any questionable business practices involving FWISD, call the Fraud Hot-Line (817-871-2112). For questions concerning the District's ethics policies and procedures, call the Ethics Help-Line (817-871-2580). All calls shall remain confidential.
16. 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/RFCSP is released until the award.
17. This bid/RFCSP 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/RFCSP is in effect, an employee of any other party to the bid/RFCSP in any capacity or a consultant to any other party of the bid/RFCSP with respect to the subject matter of the bid/RFCSP.
18. 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.

19. 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
 - 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
20. 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 and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.
21. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. Use of any tobacco products is not permitted on school property.
22. 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 817-871-2990 for further assistance.
23. The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this bid/RFCSP, subject to verification of the same or lower prices and conditions on bid/RFCSP.

REMINDER:

Please register in the email notification system (ENS) at <http://www.fwisd.org/business/purchasing>

This notification is provided as a courtesy and does not relieve the Bidder/Proposer of his/her responsibility to visit our website to obtain Bid/RFCSP documents. It is also the responsibility of the Bidder/Proposer to keep the FWISD advised of current email address. **FWISD IS NOT RESPONSIBLE FOR UNDELIVERABLE EMAIL NOTIFICATIONS.**

SECTION III – BID/RFCSP REQUIREMENTS AND CONDITIONS

In submitting a bid/RFCSP, 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/RFCSP between the vendor and the Fort Worth Independent School District. By submitting a bid/RFCSP, each bidder/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/RFCSP; waiver of any requirements under the Bid/RFCSP Documents; acceptance or rejection of any Bids/RFCSPs; and award of Contracts, if any.

1. WITHDRAWING BIDS/RFCSP

Bids/RFCSPs 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/RFCSPs. A bid/RFCSP may not be withdrawn after the bids/RFCSPs have been opened, and the Bidder/Proposer, by submitting a bid/RFCSP, warrants and guarantees that the bid/RFCSP has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Bids/RFCSPs 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/RFCSP

Bids/RFCSPs must be signed, sealed and delivered to the Fort Worth Independent School District Purchasing Department office PRIOR TO the bid/RFCSP due date and time. Unsigned, unsealed or late bids/RFCSPs will not be considered. After bids/RFCSPs are opened and publicly read aloud, the bids/RFCSPs will be tabulated for comparison on the basis of the bid/RFCSP prices and quantities shown in the bid/RFCSP. The Fort Worth Independent School District Board of Trustees reserves the right to reject any or all bids/RFCSPs, to waive technicalities, and to re-advertise for new bids/RFCSPs, 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/RFCSPs and will be tabulated as "net."

Bids/RFCSPs received after the date and time specified **will not** be considered. The Purchasing Department will notify those firms submitting late bids/RFCSPs and will hold documents for pick-up for five (5) business days following late bid/RFCSP notification. **All late bids/RFCSPs which are not picked up by the Bidder/Proposer within five business days will be discarded.**

3. AWARD CRITERIA (See Section V – Bid/RFCSP Evaluation Criteria)

The District reserves the right to award this bid/RFCSP 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 on the Deviation/Compliance Form and included with the bid/RFCSP.

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

4. IRREGULAR BIDS/RFCSP

Bids/RFCSPs will be considered irregular if they show any omissions, alterations of form, additions, or conditions

not called for, unauthorized alternate bids/RFCSPs, 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/RFCSP

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

- A. Bid/RFCSP received after the time limit for receiving bids as stated in the advertisement.
- B. Bid/RFCSP containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient bid/RFCSP 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/RFCSPs 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/RFCSP 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

Any portion of the bid/RFCSP 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/RFCSP 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/RFCSP 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/RFCSPs 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/RFCSPs offering "suitable substitute" products will be considered for award if such products are clearly identified in the bids/RFCSPs and are determined by the District 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/RFCSP, 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 Section VII - Special Terms & Conditions/Bid Specifications. Product specification documents (as required in Section VII - Special Terms & Conditions/Bid Specifications) shall be submitted with the bid/RFCSP, properly referenced and clearly marked so as to indicate related bid/RFCSP item. Samples, when requested on Section VI, 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/RFCSP number, and item number on the bid/RFCSP. **DO NOT ENCLOSE IN OR ATTACH BID/RFCSP 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/RFCSP (not stated on Section VII – Special Terms & Conditions/Bid Specifications) FWISD reserves the right to request samples and/or product specification documents for any merchandise submitted for bid/RFCSP before final selections are made. Samples and/or product specifications requested after bid/RFCSP opening must be received within five (5) calendar days after request.

11. INTER-LOCAL AGREEMENT CLAUSE

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. (See Form I)

SECTION IV – GENERAL TERMS AND CONDITIONS

1. 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 A 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 accountspayable@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 Bidder/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.

2. TAX EXEMPT STATUS

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

3. 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/RFCSP. Proprietary/Trade Secret information pertaining to this bid/RFCSP may not be withheld from the District or its Authorized Representative.

4. VENDOR RESPONSIBILITIES

The Vendor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Bid/RFCSP. 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.

5. 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.

6. 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/RFCSP that are not necessary for actual performance of the Bid/RFCSP 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.

The FWISD can terminate any resulting award for this bid/RFCSP 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/RFCSP in order to enter other Contracts or make other arrangements for essentially the same services made the subject of this bid/RFCSP. **Multi-term agreements are subject to review and ratification at the end of each school year during the term.**

7. DEFAULT AND REMEDIES

The Vendor shall be considered in default of this bid/RFCSP, and such default shall be grounds for the District to terminate any resulting award for this bid/RFCSP 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/RFCSP 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/RFCSP under this Item 7 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 Item 6 of Section IV - General Terms and Conditions.

8. GRATUITIES

The District may, by written notice to the Vendor, cancel this Bid/RFCSP 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/RFCSP 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.

9. JURISDICTION

The Purchase Order(s) resulting from this bid/RFCSP 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.

10. 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.

11. 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/RFCSP 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/RFCSP, 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 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/RFCSP.

12. DELIVERIES OF GOODS

- A. A specific delivery date may be required to be a part of each bid/RFCSP. 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/RFCSP 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/RFCSP 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/RFCSP 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.

13. PERFORMANCE OF SERVICES

- A. Performance will be made only upon authorization of the District, in the form of a bon-a-fide, signed Purchase Order and shall thereafter be made if, as, and when required and ordered by the District.
- B. Performance shall be at the location identified in each order.
- C. The scope of this bid/RFCSP 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/RFCSP 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/RFCSP.
- 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/RFCSP 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.

14. 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/RFCSP 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/RFCSP 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 the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA 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.

15. 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/RFCSP

16. 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.

17. INTER-LOCAL AGREEMENTS

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

18. INSURANCE REQUIREMENTS (See Section VII - Special Terms & Conditions/Bid Specifications)

IF REQUIRED (and stated on Section VII), these requirements apply to all non-Capital Improvement Program construction projects and to the other bids/proposals as required in Section VII – Special Terms & Conditions/Bid Specifications. The successful Bidder/Proposer will submit the following Certificates of Insurance naming the Fort Worth Independent School District as Certificate Holder; the Fort Worth Independent School District will be named additional insured on General Liability Certificates. Certificates may be faxed to Fort Worth Independent School District, Office of

Risk Management at 817.871-3181 or emailed to Charles.richardson@fwisd.org. The selected bidder/proposer will be required to supply the insurance certificate(s) prior to the start of the project. The selected bidder/proposer agrees to provide insurance policies or contracts for insurance, when requested, in addition to Certificates of Insurance. **The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a Bid/RFCSP.** Questions concerning insurance requirements should be directed to the Office of Risk Management – 817.871-2152 or Charles.richardson@fwisd.org.

TYPES OF INSURANCE COVERAGE	LIMITS OF LIABILITY
<p>1. Worker's Compensation</p>	<p>Statutory – The Vendor shall provide and maintain Worker's Compensation and Employer's Liability Insurance with a limit of not less than:</p> <p style="text-align: right;"> Each Accident \$100,000 Disease-Policy Limit \$500,000 Disease-Each Employee \$100,000 </p> <p>The Vendor shall require subcontractors to provide insurance for the latter's employees, unless such employees are covered by a Worker's Compensation policy furnished by the General Contractor.</p>
<p>2. General Liability</p>	<p>The Vendor shall provide and maintain Comprehensive General Liability Insurance protection including "Products and Completed Operations" coverage with a limit not less than:</p> <p style="text-align: right;"> General Aggregate \$1,000,000 Each Occurrence \$1,000,000 Products-Comp Ops \$1,000,000 </p>
<p>3. Auto Liability Insurance</p>	<p>The Vendor shall provide and maintain during the life of this Bid/RFCSP, automobile public liability insurance in amounts of not less than \$300,000 each single occurrence for bodily injury or death (maximum of \$100,000 per person), and \$100,000 for each single occurrence of property damage or destruction. Said insurance policy must provide protection for non-owned and hired vehicles as well as vehicles owned by Vendor.</p>

19. BID SECURITY REQUIREMENT (See Section VII - Special Terms & Conditions/Bid Specifications)

IF REQUIRED (and stated on Section VII), bids/RFCSPs shall be accompanied by either an **original** cashier's check, certified check, or money order upon a state bank in the amount not less than five per cent (5%) of the total maximum bid/RFCSP price payable without recourse to the Fort Worth ISD, or an **original** bid bond in the same amount from a reliable surety company licensed to do business in the State of Texas. Bid Security serves as a guarantee that the bidder/proposer will enter into a contract and execute a payment and

performance bond on any or all projects \$25,000 or above within fifteen (15) days after notice of award.

20. PAYMENT BOND (See Section VII - Special Terms & Conditions/Bid Specifications)

IF REQUIRED (and stated on Section VII), for projects in excess of \$25,000, an **original** payment bond will be required of the successful bidder/proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas. The payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$25,000. **Original** bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.

21. PERFORMANCE BOND (See Section VII - Special Terms & Conditions/Bid Specifications)

IF REQUIRED (and stated on Section VII), for projects in excess of \$100,000, BOTH an **original** performance bond and an **original** payment bond will be required of the successful bidder/proposer and shall be executed by a surety company acceptable to the District and authorized to do business in Texas. The performance and payment bond shall be in an amount equal to one hundred percent (100%) of the total sum for all projects in excess of \$100,000. Failure to deliver the performance bond and payment as specified shall be considered as having abandoned the contract and the bid bond will be retained by the District as liquidated damages. **Original** bonds shall be delivered to the District no later than fifteen (15) days after receiving the notice of award.

SECTION V – BID/RFCSP EVALUATION CRITERIA

In evaluating bids/RFCSPs submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine the best value for the District.

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the District's needs;
5. the vendor's past relationship with the District
6. the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the District to acquire the vendor's goods or services;
8. quality of samples provided with bid

SECTION VI - PERIOD OF PERFORMANCE

1. Period of performance: Immediate shipment.

SECTION VII – SPECIAL TERMS & CONDITIONS/BID SPECIFICATIONS**1. STANDARDIZATION – NO SUBSTITUTES.**

2. All freight/delivery charges **shall** be included in bid/proposal prices.
3. Period of performance: Immediate shipment.
4. Delivery: Products to be delivered in one (1) shipment to one (1) location. Units must be delivered on four-way pallets.
5. Delivery ticket: Each delivery ticket will list the following:
 - (a) FWISD purchase order number
 - (b) Quantity of each item delivered
 - (c) Number of pallets
6. Vendor shall provide **one (1) original** and **one (1) copy** of the bid.
7. Specifications:

Important Note: No deviation from these bid specifications will be accepted. Due to standardization of heat and cool window units throughout FWISD, only Friedrich units will be considered.

- Heat and cool window units – Friedrich #EM18L34
- Cooling capacity: 17800 / 17600 BTU's
- Heating capacity: 13000 / 10600 BTU's
- EER: 10.0 / 10.0
- **Twin Temp Heat/Cool Features:**
 - Ultra quiet operation
 - Super high energy efficiency
 - Slide-out chassis
 - Money saver options
 - Fresh air intake and exhaust vents
 - Eight-way air flow control
 - Three cooling and heating speeds plus fan only setting
 - Easy access, easy-to-clean filter
 - UL listed
 - Totally enclosed fan motor
- **Electrical Characteristics:**
 - Volts rated: 230 / 208
 - Cooling Amps: 8.1 / 8.8
 - Cooling Watts: 1780 / 1760
 - Heating Amps: 19.5 / 17.0
 - Heating Watts: 4200 / 3500

SECTION VIII – BID/PROPOSAL PRICING

Note: This bid form must be used for bid to be considered. Please print your responses **VERY CLEARLY**

Note: Make sure you read Section VII – Special Terms & Conditions/Bid Specifications before filling-in the bid/proposal pricing information.

FWISD CAT #	ITEM	QUANT.	DESCRIPTION	PRICE PER UNIT	EXTENDED AMOUNT
55-1010	1.	15 Each	Heat/Cool window units Friedrich #EM18L34	\$/ea	\$
<p>STANDARDIZATION – NO SUBSTITUTES</p>					
<p>DELIVERY TIME: _____/ business days after receipt of purchase order.</p>					