









**30. PRODUCT SUBSTITUTION:**



3. Precautions listed in this section are minimal requirements to avoid direct and unsupervised contact with students. The successful proposer is responsible for implementing additional measures to ensure direct and ongoing unsupervised contact with a student does not exist.
4. The company recommended for award shall complete the background screening and badging process with FC Background to have all employees and sub-contractors working on-site for Birdville ISD. All costs associated with badging are the responsibility of the successful proposer.
  - a. FC Background Information:
    - i. FC Background  
Phone 972-404-4479 Fax 214-306-8207  
Monday-Friday 6am 6pm (CST)  
[Customer.support@fcbackground.com](mailto:Customer.support@fcbackground.com)
    - ii. Facility maps are available on [www.fcbackground.com](http://www.fcbackground.com)
    - iii. Cost per employee is \$30.00 per subject (additional criminal records search fees may apply)
  - b. Birdville ISD Badging Qualifications:
    - i. No felony convictions, no open or pending felony cases (no limit);
    - ii. No misdemeanor convictions involving crimes against children or crimes of moral turpitude;
    - iii. No registered sex offenders; or
    - iv. No outstanding warrants for crimes that would disqualify an individual from receiving a badge.
5. If at any time a contractor finds themselves with direct and ongoing unsupervised contact, they should report to the administrator on duty and remove themselves from the service until requirements listed in section C can be completed.

C. For all proposers who perform service where there is direct and ongoing unsupervised contact with students(s) proposer shall comply with the following:

- a. If an employee of a contractor is covered under SB 9 the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria has been met: The employer has contracted with the district to provide services. The particular employee will have continuing duties relating to the contract with the district. The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when: they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law they have charges pending, they have been convicted, received probation or deferred adjudication of any of the following: 1. Any offense against a child 2. Any sex offense 3. Any felony offense involving controlled substances 4. Any felony offense against property 5. Any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the 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. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school property. The use of tobacco products are not allowed on school district property.



**VENDOR shall agree to waive all right of subrogation against DISTRICT, its officials, employees and volunteers for losses arising from work performed by the contractor for DISTRICT.**

<b>TYPES OF INSURANCE COVERAGE</b>	<b>LIMITS OF LIABILITY</b>						
<b>Worker's Compensation</b>	<p>Statutory <b>VENDOR</b>            Insurance with a limit of not less than:</p> <table data-bbox="565 405 982 506"> <tr> <td>Each Accident</td> <td>\$100,000</td> </tr> <tr> <td>Disease-Policy Limit</td> <td>\$500,000</td> </tr> <tr> <td>Disease-Each Employee</td> <td>\$100,000</td> </tr> </table> <p><b>VENDOR</b>  <div style="text-align: right;">the General Proposer.</div></p>	Each Accident	\$100,000	Disease-Policy Limit	\$500,000	Disease-Each Employee	\$100,000
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Disease-Policy Limit	\$500,000						
Disease-Each Employee	\$100,000						
<b>General Liability</b>	<p><b>VENDOR</b> shall provide and maintain Comprehensive General Liability Insurance protection</p> <table data-bbox="565 674 993 774"> <tr> <td>General Aggregate</td> <td>\$1,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Products-Comp Ops</td> <td>\$1,000,000</td> </tr> </table>	General Aggregate	\$1,000,000	Each Occurrence	\$1,000,000	Products-Comp Ops	\$1,000,000
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Products-Comp Ops	\$1,000,000						
<b>Auto Liability Insurance</b>	<p><b>VENDOR</b> shall provide and maintain during the life of this 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</p>						

44. **LOBBYING**: In order to ensure the integrity of the selection process, **VENDOR's** employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the **VENDOR's** response, directly or indirectly, through any contact with school board members or other district officials involved in the Solicitation from the date it is released until the award.
45. **BOARD MEMBER ABSTAINING**: Any **DISTRICT** board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with **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. Texas Local Government Code Ann. Ch. 171.
46. **IF THE SOLICITATION IS BEING PROCESSED AS A REQUEST FOR PROPOSAL OR REQUEST FOR COMPETITIVE SEALED PROPOSAL (RFP or RFCSP)**: An RFP or RFCSP is an interactive negotiation process; therefore, only the identity of the respondent will be revealed at the opening of the submitted proposals.
47. **RIGHT TO REJECT**: **DISTRICT** reserves the right to reject all bids or proposals; waive any minor informality or deficiency in a bid or proposal; re-advertise for new bids or proposals, or take other actions at its sole discretion and in the best interests of **DISTRICT**. **DISTRICT** reserves the right to make awards to one or multiple vendors if found to be in **DISTRICT's** best interests. As part of its evaluation of bids and proposals, **DISTRICT** reserves the right to seek additional information from bidders or proposers, interview bidders or proposers, and negotiate the terms of a proposal as allowed by Texas law. Inclusion of any contract terms in the bid or proposal that vary from or contradict the Terms and Conditions may constitute grounds for rejection of **VENDOR's** c00091279-4(s-4( )11(t)-4(o )11(se)-3(ek)20( )JTJETQq0

**51. TAX-EXEMPT:** **DISTRICT** is a tax-exempt entity under Texas law. **VENDOR** should not include taxes in its bid, proposal, quote, or invoice to **DISTRICT**.

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**52. PAYMENTS:** **DISTRICT** shall make all payments under this Agreement from current revenues available. In the event no funds, or insufficient funds due to non-appropriation, are available at any time or during any fiscal period when such payment is due, in accordance with Local Government Code Ann. §271.903, **DISTRICT** shall notify **VENDOR** of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which payment was received without penalty or expense to **DISTRICT** of any kind whatsoever. However, **DISTRICT** shall be responsible to remit

Any failure to comply with these requirements shall constitute a material breach of the agreement and constitute good cause for termination of the agreement at any time.

**55. ASSIGNMENT:** No assignment of a bid, proposal, or resulting contract is permitted without the prior notice to and written consent of the authorized **DISTRICT** representative. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the **DISTRICT**.

**56. ASSURANCES: VENDOR** (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:

- 1) Any offense against a child
- 2) Any sex offense
- 3) Any crimes against persons involving weapons or violence
- 4) Any felony offense involving controlled substances
- 5) Any felony offense against property
- 6) Any other offense the District believes might compromise the safety of students, staff, or property

**57. DRUG FREE: DISTRICT** is a tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the **VENDOR** to ensure that its employees, agents, and subcontractors are not under the influence of

majority-

- 65. GRATUITIES:** The **DISTRICT** may, by written notice to the **VENDOR**, cancel its contract, purchase order, or award, without liability to **VENDOR** if it is determined by **DISTRICT** that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the **VENDOR**, or any agent, or representative of the **VENDOR**, to any officer or employee of the **DISTRICT** with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by **DISTRICT** pursuant to this provision, **DISTRICT** shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount used by **VENDOR** to provide such gratuities.
- 66. TERMINATION:** **DISTRICT** shall have the right to terminate any purchase order to, contract with, or awarded to, **VENDOR**, in whole or in part, for cause (including breach of the proposal, warranties, or contract by **VENDOR**, or because of loss of federal funding) or for the **DISTRICT**'s convenience at any time. Any award, contract, or purchase order is subject to termination by **DISTRICT** if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Solicitation on behalf of **DISTRICT**, is at any time while the Solicitation is in effect, an employee of **VENDOR** in any capacity or as a consultant to **VENDOR** with respect to the subject matter of the Solicitation.
- 67. FORCE MAJEURE:** Neither **DISTRICT** nor **VENDOR** shall be responsible or deemed to be in default of its

employment, because of age (except where based on bona fide occupational qualification) or race, color, religion, national origin, or ancestry. **VENDOR** further agrees that every subcontractor entered into for the performance of this Agreement shall contain a provision requiring non-

**with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold DISTRICT harmless against any claims or allegations asserted by third parties or subcontractors against DISTRICT arising out of VENDOR's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**

**79. NO THIRD-PARTY BENEFICIARY:** For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with **DISTRICT** or **VENDOR** or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either **DISTRICT** or **VENDOR**.