

Request for Proposals 20RFP003 Notification and Scheduling System

Date	Event
July 9, 2019 July 16, 2019	Advertise/Issue Dates
July 16, 2019	Pre-Proposal Conference at 1111 W. 6 th Str., Austin TX 78703, B-300; 2:00 PM
August 5, 2019	Questions and Answers Due by 5:00 PM
August 8, 2019	Questions and Answers and final Addendum posted on our website
August 13, 2019	RFP opening / due date at 2:00 pm CST
September 23, 2019	AISD Board Meeting for review/approval

Deliver Sealed Proposals to:	Contact Person:
Austin ISD	Jennifer Nix
Contract & Procurement Services	Contract & Procurement Services
1111 West 6th Street	jennifer.nix@austinisd.org
Building B, Suite 300	
Austin, TX 78703	HUB Coordinator Contact
	Melfi Penn
PLEASE PLAN TIME TO PARK	Melfi.penn@austinisd.org

- Questions must be submitted via e-mail to the contact person listed above.
 In the e-mail subject line, type: Questions 20RFP003 Notification and Scheduling System
- Q & A and Addenda will be posted on our website: www.austinisd.org/cp/bids
- Proposals are due no later than 2:00 pm on the date indicated. Your proposals must be
 delivered by mail or hand delivery in a sealed envelope or carton. Proposals received after
 the specified time shall not be considered.
- Please submit the following:
 - One (1) hard copy marked "original" include signed "required" forms
 - o One (1) digital copy on a flash drive include signed "required" forms
- FAX, e-mail or other electronic proposals will not be accepted.
- Proposals must be plainly marked with name and address of the Offeror and the RFP number and Title above.

I. INTRODUCTION

The Austin Independent School District (herein after referred to as "AISD" or the "District") is seeking proposals from firms qualified and experienced in providing and implementing Campus Notification and Scheduling System new installs and upgrades to accomplish the following: Installing a complete notification and scheduling system at 3 newly constructed elementary schools. Additionally, the district will be building an additional 15 campuses throughout the district. The selected system will be used as the standard for future installs at new campuses and facilities.

Submit inquiries via email to the contact person listed on the cover page by the deadline specified in the schedule below. In the subject line of the email, type **Questions** and the solicitation number: **Questions 20RFP003 Notification and Scheduling System.**

Questions received by this deadline and corresponding answers will be included in an Addendum and posted to our website at: https://www.austinisd.org/cp

II. TERM

The agreement(s) resulting from this solicitation will be in effect for an initial term of one (1) year from the date of award by the Board of Trustees, or such date established by the agreement. The parties by mutual consent may renew the agreement for up to four (4) additional one (1) year periods. In addition, the District reserves the right to extend the contract for an additional sixty (60) days beyond the final expiration date if necessary, to ensure no lapse in service.

III. SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS A. Overview

Austin ISD, as part of the 2017 Bond Project, is planning to build new elementary schools that will need a modernized Notification and Scheduling System (NSS). The overall technology project will include the installation of new Notification and Scheduling System, and the installation of new/additional IP Speaker equipment. AISD expects to start phase one of the Notification and Scheduling System installation project with the initial 3 campus installations beginning in November of 2019. These 3 campuses will be opened and need the new NSS system fully operational at the beginning of January of 2019. The school district may leverage this RFP for approximately 15 campuses that will have the NSS installed during the 2020 through 2021 school years. Additionally, the scope may be expanded to include other projects in the 2013 and 2017 Bond Projects.

The new Notification and Scheduling system should include system functionality that the district already utilizes, including a Pubic Address (PA), Intercom, and Bell Scheduling

systems. The contractor should provide options and cost for enhanced capabilities specified in Section 275319 part 2.3. These features must include district level capabilities for: management, alerting, and control; enhanced mass notification, user friendly web-based calendar scheduling, pre-recorded audio broadcast, network derived time, room panic solution, remote classroom monitoring, Cisco VoiP integration, IP speaker capability along with IP speaker remote volume adjustment. The contractor will be responsible for project planning, configuring and installing the new equipment, making all necessary interconnections, and then verifying that the campus Notification and Scheduling System is fully functional. The contractor should provide a district level management and alerting capability for individual campus, as well as the entire district as whole. District administrators should have the ability to manage all campuses from one web based interface, as well as send and manage pages and alerts to one campus or all campuses at the same time.

Any alternative solution proposed must include all additional costs that would be incurred in order to create an equally functional and managed enterprise environment. These additional considerations must include limited lifetime warranty and OS feature licensing for the proposed alternative equipment, etc. The additional technical issues must be described comprehensively in detail in the proposal. The associated costs must be explained in detail in the bidder's response. These items should be included on the financial proposal and the additional items should be added to Appendix A. The contractor will be expected to provide experienced staff with adequate expertise in project management and technical expertise with Notification and Scheduling Systems to comply with the implementation standards required at AISD.

Appendix B provides an example of the installation and configuration instructions that will be provided for the contractor. This will be updated prior to the start of the project. The Acceptance Checklist in Appendix C provides an outline of the requirements for completion of this project. This checklist is preliminary and may be revised as the project plans are finalized.

The contractor will be required to update existing documentation of the MDF/IDF rack layouts at each campus, and provide digital photos of their work. The contractor needs to provide a detailed design diagram and description of their proposed system and solution for the Notification and Scheduling System. AISD will provide drawings of the new campuses in PDF format. AISD can provide other file formats of the drawings upon request. AISD will provide a template in Excel format to the contractor for rack layouts and inventory information. The vendor must be able to work with Visio drawings, MS word documents, and Excel spreadsheets, update AutoCAD drawings, as well as device configuration interfaces for the specific proposed equipment.

This agreement may also be used to purchase equipment for other projects during the lifetime of the contract (including renewal periods). This may include partial or complete upgrades to the existing Public Address Systems and Notification and Scheduling Systems at AISD schools or other facilities.

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B. New Sites - Notification and Scheduling System Install Project Scope

The contractor will be required to provide comprehensive services to complete the entire process of the Notification and Scheduling System install for each new campus. The install will include all of the necessary equipment and software to provide a complete NSS campus wide. The system should provide an option for intercom, full duplex or two-way communication, to each classroom and admin offices. All common areas, such as Gyms, Libraries, Cafeterias, Hallways, and Exterior speakers, will be assigned individual zones. The contractor will provide the necessary hardware, cabling, and software to create and manage the zones at each site. The contractor should provide a web based management and alerting system that the campus staff, as well as district administrators, can utilize to configure the system and send alerts. The AISD district can provide CAT6 cabling and a network port for each classroom and admin office to connect an IP Speaker. If a different cabling type or additional cabling is required for the speakers, the contractor will need to provide the necessary cabling and hardware to complete the deployment of those speakers. Please provide a detailed specification of the cable required and a quote for running the additional cabling in Appendix A. For detailed information on speaker and cabling specifications, see Section 275319 that is supplied with this RFP. The specifications for the Notification and Scheduling System are requested in this RFP. Equivalent alternative solutions that offer the same features and functionality will be considered. The contractor will be required to provide comprehensive services to complete the entire process of the Notification and Scheduling System Upgrade at the sites specified. These services will include planning, equipment acquisition, staging, scheduling, reporting, documentation updates, communication and coordination with other parties involved in the overall project.

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C. General Outline of the Project Process

These are the primary tasks for each campus in this project:

- 1. Perform a pre-installation site survey at each site to verify installation plans, rack layouts, verify/document NSS equipment counts, including main chassis, speakers, console phones, and any other hardware and software related to the new or upgraded system.
- 2. Update documentation of campus network closets and device inventory per AISD documentation requirements.
- 3. Stage equipment (off site), load predefined device configurations, inventory and label devices.
- 4. Provide and install new, rack or wall mounted, Notification and Scheduling System chassis ensuring that the equipment has at least 1 power supply plugged into a UPS.
- 5. Install equipment during evening/night hours (possibly weekend) installation window (typically 5pm to 12am), as defined by AISD.
- 6. If required and not provided by the district prior to installation, run new CAT 6 rated cable for new IP intercom equipment and test accordingly to ensure they meet the specifications

- defined in Section 275319. Install and configure new IP intercom equipment utilizing the new network cabling.
- 7. Provide a complete list of intercom room call numbers to school or campus, as well as AISD Telecom Department.
- 8. Install and configure all of the chosen software features and functions as described in Section 275319 part 2.3.
- 9. Provide any additional equipment to AISD that will be installed by AISD.

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D. Project Management

This project will be coordinated by an AISD project manager. The selected contractor will be required to provide comprehensive project management services on this project. These services will include on-site inspections, scheduling, close oversight of work crews, weekly reporting, documentation updates, communication and coordination with other parties involved in the overall project. The selected vendors must be willing to work in a cooperative manner with the AISD project manager and with other AISD contractors. These project management services should be quoted as a separate cost (there is a line item at the bottom of the Appendix A – Cost Estimate Worksheet).

The contractor will be responsible for all tasks requested in this RFP under the direction of a project manager provided by AISD. The contractor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract without prior written agreement by AISD. Any intention to subcontract parts of this project should be clearly stated in the contractor's response to this RFP.

The individual in the position of project manager will have a critical role in the success of this project. The contractor should include a resume of the individual that they propose for project manager. AISD reserves the right to approve the individual assigned as project manager. AISD expects this project to be the top priority of the assigned individual for the duration of our project. AISD expects this individual to follow our processes and procedures during the project. AISD reserves the right to require a change of project manager at any time if, in our judgment, that would improve the outcome of this project.

The requirements for the project manager include commitment to ownership of this project, organization skills, familiarity with the technical aspects of the project, prompt and forthright communication, attention to details, honoring all commitments, ability to work cooperatively, willingness to conform to AISD processes/procedures, timely materials management, hands on management of work crews, and on-site presence during campus installations.

The project manager must closely supervise the work crews. Details of daily schedules and progress must be reported to AISD accurately. Weekly summary reports to AISD will also be required.

AISD will provide an acceptance checklist to the contractor at the beginning of the project (see
example in Appendix C). The contractor's project manager must complete a site inspection of
each campus as it is completed and verify that all work has been done to the AISD
specifications. AISD will then schedule a final walkthrough with the vendor. There should be no
punch list items found by AISD on this final walkthrough.

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E. Contractor Staffing Requirements

The contractor must be able to provide adequate, dedicated resources to work continuously on this project, and stay on the schedule provided by AISD. The contractor is expected to provide the resources to support an implementation schedule in which a site upgrade is completed each week. This will require multiple crews working simultaneously on different phases of the standard installation process for different campuses.

The contractor must agree to increase the resources allocated to this project if the scheduled work begins to fall behind (or if requested by the AISD Project Manager).

Each work crew must have an assigned team lead to provide continuity and clear communication throughout the course of this project. Each work crew must include one or more communications and audio engineers with adequate technical expertise to address any configuration or troubleshooting issues that may arise during the staging and installation phases of the project. The crews should have adequate manpower to complete the installations within the allocated windows. This will require several experienced installation teams working simultaneously. AISD expects the installation teams to include at least 4 to 6 people. The communications and audio engineers should not be included in this count because their time should be dedicated to verifying connectivity, troubleshooting, customization of port configurations, and comprehensive testing of the Notification and Scheduling System functionality. The project manager is expected to be onsite for each installation to ensure that the installation is on schedule, manage communication of status to AISD throughout the process, and deal with logistical issues.

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F. Scheduling

It is anticipated that the entire project will be scheduled for completion over the time period above, between November 2019 - 2021. The contractor must commit to meeting the schedule as agreed upon with AISD. The contractor will be expected to do whatever is necessary to meet the schedule. The contractor must be willing to address any contingencies that arise to stay on schedule.

If the installation crews can safely and quietly work around the daily class schedule, some work may be completed during the school day. The primary cutover of a site will always be scheduled after hours or on a weekend. However, the labor rates quoted to AISD should be valid no matter what time the work is scheduled.

These are the current school start and end times:

Elementary - 7:45 a.m. - 2:57 p.m.*

Middle & Junior High - 8:25 a.m. - 3:40 p.m.*

High School - 9 a.m. - 4:30 p.m.*

*Variations may exist with kindergarten or high school schedules or magnet schools.

Administrative Facilities – 7 a.m. – 5 p.m.

During the summer vacation and other periods when there are no classes, the contractors will be allowed to work during normal business hours. During the school year, contractors should plan to work after typical campus hours, typically 4p.m. to 12:00a.m.

Vendor Response: Comply ☐ Exception ☐ Explanation:

G. RFP Response Worksheets

The following worksheets are included in this RFP. Please review each carefully.

1. Appendix A – Cost Estimate Worksheet

This worksheet must be completed by the contractor. The Excel document can be obtained from the AISD purchasing department. The vendor should modify each section of the document to reflect the part numbers being bid, and add rows and columns to the tables as needed. It is the responsibility of the bidder to specify all components necessary to provide a

complete solution based on the products offered. The document should be returned within the RFP response and also as an Excel document.

The cost estimate worksheet (Appendix A) provides the basis for the evaluation of the bidder's financial proposal. Please follow the directions on the worksheet to complete the cost estimates.

Section 1 of the worksheet provides the estimates for the types and quantities of equipment that will be required for the bidder's proposed solution at each newly constructed campus. These estimates are intended to provide a price comparison for the RFP evaluation process. The actual quantities and items required for each campus will be adjusted after completion of the bidding process. The bidder should include the unit costs for each item, create the subtotals for each type of device, and provide a total for each campus. The bidder should include any other costs that might be incurred in the implementation of a complete solution in the response provided.

The cost worksheet (Appendix A) includes an example of the types of devices and quantities of equipment that will be needed. The bidder may replace the example models and cost with the specific model cost for their proposed solution, or the specific models will be determined at a later date. This list is intended to provide the bidder with a general idea of the scope of the project in order to provide appropriate discount levels in the bid.

The contractor should include discount rates off list pricing for the various categories of NSS equipment, maintenance, and services listed in bottom section of this appendix.

This RFP may also be referenced for additional, similar NSS or PA installations at other campuses during the contract period (and any subsequent renewal periods).

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2. Appendix B – Installation Guidelines for Vendors (example)

This is additional information to assist the contractor in understanding the requirements of the project. The checklist in Appendix B provides an outline of the requirements for completion of this project. This checklist is preliminary and may be revised as the project plans are finalized.

In the RFP response, the contractor must verify that the installation guidelines document has been reviewed and that the contractor has the ability to meet all requirements.

Vendor Response: Comply □	Exception	Explanation:	

3. Appendix C - Notification and Scheduling System Acceptance Checklist (preliminary)

This is additional information to assist the contractor in understanding the requirements of the project. The checklist in Appendix C provides an outline of the requirements for completion of this project. This checklist is preliminary and may be revised as the project plans are finalized.

In the RFP response, the contractor must verify that the installation guidelines document has been reviewed and that the contractor has the ability to meet all requirements.

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5. Appendix E – Camp	ous Site Drawings	S	
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The scope of this RFP is intended to allow for additional purchases of NSS or PA equipment for other projects during the contract period. There may be some additional NSS equipment required at several of the campuses. This equipment may be included in the initial installation project, or be requested as one or more separate projects during the term of this contract award. These additional items may fall into different product categories as defined by manufacturer.

Vendor Response:	Comply \square	Exception	Explanation:
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I. Contractor's Capabilities

The items listed below are requirements that the vendor must meet. The vendor must specifically address each bulleted item below in their response. Omission of a specific response will be considered to be a negative response.

- 1. The contractor must specifically state any plans to bring staff from outside the area to meet the manpower requirements, and to staff availability for support and follow-up on this project.
- 2. The contractor must specifically state any intention to use subcontractors on this project. The bid response should include the subcontractor name, number of staff, and qualifications.
- Consideration will be given to the partner certification level that the bidder holds with the product manufacturer that is being offered. The bidder should verify this status in the bid response. Bidders that have attained an equivalent of a Gold or Platinum certification level are preferred.
- 4. The contractor must have staff located in the greater Austin area in order to satisfy requirements for availability for warranty work.
- 5. AISD must approve any subcontractor to be used on this project.
- 6. Contractor must provide 3 references for projects of a similar scale and scope. Educational environments are the preferred references.
- 7. The contractor must commit adequate, dedicated manpower to complete the work at all campuses within approximately time frame assigned when awarded. The exact schedule will be set by AISD.
- 8. The allocated manpower must be adequate to complete installations at one site within the time schedule provided by AISD.
- 9. The contractor must submit a detailed manpower resource plan to demonstrate that adequate resources will be committed to this project.
- 10. The contractor must agree to add additional manpower to the project if it falls behind schedule. All contractor staff working at an AISD facility must have company identification and wear AISD badges at all time.
- 11. All contractor/subcontractor staff must dress according to professional standards and conduct themselves in a professional manner while on AISD property.
- 12. All contractor/subcontractor staff working at an AISD facility must pass AISD required background checks.
- 13. Contractor must obtain contractor access keys from the AISD service center, AISD contractor picture ID badges from AISD PD, and follow AISD access procedures to work on campuses.
- 14. Contractor must obtain a set of contractor keys for each crew and for the project manager (minimum requirements).

- 15. Contractor must provide a dedicated project manager to oversee all the contractor's activities, and to serve as the single point of contact to AISD personnel and the project consultant.
- 16. The project manager will be responsible for coordination of all activities of contractor's staff.
- 17. Contractor must closely supervise work on each campus while underway, and must complete inspection of work within 2 days of completion of a campus.
- 18. The project manager will be expected to provide daily and weekly reports of progress on the project. These reports must be accurate.
- 19. The contractor must provide documentation as specified by the AISD project manager. This will include updating existing documentation provided by AISD.
- 20. Contractor will be responsible for communicating all requirements to any subcontractor and for all work done by subcontractor.
- 21. The contractor should submit the resume of the proposed project manager.
- 22. The contractor should submit the resume of the Notification and Scheduling System professional proposed for the technical leader of this project.
- 23. The vendor must be able to work with Visio drawings, MS word documents, and Excel spreadsheets, update AutoCAD drawings, as well as manufacturer device configuration interfaces.
- 24. Contractor must have a set of test equipment for testing PA data and audio cables. This test equipment must be onsite with each installation crew.
- 25. Contractor must remove old equipment, inventory all old equipment, cables, etc. and relocate this equipment to an AISD storage facility as instructed by AISD
- 26. The day after each installation is completed; the contractor must have staff available to return to the site for any problem resolution.
- 27. The contractor must label all cables in accordance with AISD cabling standards.
- 28. The contractor will be required to take digital photos of all installed equipment at completion of installation.
- 29. Contractor must also be prepared to make revisits to campuses to investigate possible issues at no extra charge to AISD.
- 30. Contractor will be responsible for upgrading or downgrading the software version(s) on the PA equipment per AISD's directive.
- 31. The contractor will be required to make pre-installation site visits in preparation for installation, and may be required to assist in adjusting equipment in the racks to facilitate the placement of new equipment.
- 32. Contractor will be responsible for checking accuracy of parts required at each campus as part of the preliminary site visits, and must notify AISD project manager of any discrepancies.
- 33. Contractor must verify placement of new PA components during preliminary site visits and verify rack placement with AISD.

Vendor Response: Comply □	Exception	Explanation

J. Management and Reporting Capabilities

- 1. The project manager will be expected to provide AISD with documentation of a detailed, clearly defined work schedule for each campus.
- 2. AISD will issue a PO for the work at each campus.
- 3. All equipment ordered must be new from the manufacturer.
- 4. The contractor will be responsible for ordering all equipment and supplies far enough in advance to maintain the work schedule.
- 5. If necessary, the contractor will be required to obtain equipment and supplies through distribution channels to meet the AISD implementation schedule or to complete installations if additional items are needed on short notice.
- 6. The contractor will be responsible for the receipt of the equipment at the contractor's staging area for inventory and configuration.
- 7. The contractor will be responsible for the delivery of the equipment to each campus following the staging process.
- 8. The contractor will be required to expedite deliveries (at no cost to AISD) if necessary to maintain the work schedule.
- 9. Contractor will be responsible for all RMA's of equipment until the entire project is complete. If a component fails after installation, the contractor must handle the RMA of this component and installation of the replacement unit.
- 10. Any additional components and installations required will be done at the same unit costs as the original quote with no additional charges for change order processing.
- 11. Contractor must provide 1 invoice for each campus that includes all charges (equipment, labor, etc.). This invoice must be itemized and must match the format of the PO submitted to the contractor by AISD. The invoice must be submitted within 1 month of the completion of the work on a campus.
- 12. The Contractor must provide verification and documentation that the manufacturer's warranty and maintenance contract is in effect and that all products are under coverage.

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IV. PROPOSAL FORMAT

A. Preface

The Proposer shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal.

B. Proposal

The vendor's proposal itself shall be organized in the following format and informational sequence:

Section I – Summary of Experience

This section shall contain the full name and address of the Proposer submitting the proposal and a brief summary of the Proposer's corporate experience and individual experience for personnel who will provide this product or service.

Section II - Scope of Service

A description of services and capabilities as outlined in the Scope of Service and Performance Requirements sections of this RFP, in the order shown. Clearly state any exceptions taken to the specifications of this RFP, or any conditions of the proposal.

Section III - Financial Proposal

This section shall contain a straightforward, concise delineation of the Proposer's fees to satisfy the requirements of this RFP. It is the vendor's responsibility to specify all costs (i.e. administrative fees, processing fees, etc.) associated with providing the products or services required herein.

Section IV – References

References are to be from government agencies and/or firms, which are substantially serviced by the vendor (references most similar to Austin ISD should be provided). Each reference must contain the reference's name, address, telephone number, and point of contact (including email address). A list of at least three (3) references from current customers must be provided.

C. Required Forms

Forms are required with <u>Original response & flash drive only</u>; they can be excluded from additional copies requested.

Proposer shall execute the following required forms (attached with this Request for Proposal) and return the **signed original** with the proposal:

- HUBATT 1F
- Offer Certification
- Notification of Criminal History of Contractor
- Debarment, Suspension and Ineligibility Certification
- CTPA Adoption Clause
- Interlocal Cooperative Agreement Clause
- W-9 (available at http://www.irs.gov/)
- Conflict of Interest Questionnaire (CIQ). The CIQ is prepared by the Texas Ethics Commission, in compliance with House Bill 914, Chapter 176 of the Texas Local Government Code. The form should be submitted on-line at https://www.austinisd.org/cp/cis

OPTIONAL FORM FOR SOFTWARE PRODUCTS:

Software Vendor Certification Form (when applicable)

Note: Please do **not** include this solicitation document or any addenda as a part of your proposal.

V. COMPETITIVE SELECTION / EVALUATION

- A. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the offeror submitting the lowest priced proposal. Award will be made to the firm submitting the best responsive proposal satisfying AISD's requirements, price and other factors considered.
- B. AISD will evaluate each Contractor's proposal in the areas of the proposed plan, experience/service capabilities, and best value on the following pre-determined criteria:

Points	Item	Detailed Description	
30 Points	Proposed Plan	 The adequacy and completeness of the plan offered addressing the Scope of Service. Extent to which the goods or services meet the district's needs. Quality of the vendor's goods and services. 	
25 Points	Contractor's Capabilities	 The demonstrated ability of the Contractor to provide services, including references. Reputation of the vendor and vendor's goods and services Vendor's past relationship with the district 	
10 Points	Management and Reporting Capabilities	 The ability of the contractor to efficiently and accurately process management and reporting requirements as described in the RFP will be considered. Administrative capabilities for purchasing and billing 	
35 Points	Financial Proposal	 Cost for components as bid in the unit costs on Appendix A – Unit Cost / Total Cost Estimate Worksheet will be the basis for this comparison. Purchase Price Total long-term cost to the district 	

Required Forms

Bidders shall execute the following forms and return the signed original with their proposal.

Bid Certification

Bidder certifies that they have not offered any pecuniary benefit or thing of value to gain advantage or influence a decision in this matter.

Notification of Criminal History of Contractor

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 an owner or operator of the business entity has been convicted of a felony

Debarment, Suspension and Ineligibility Certification

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

W-9

Form W-9 is the IRS form used by Austin ISD to request your taxpayer identification number. You may get a blank Form W-9 to fill out if you or your business is hired to provide goods or services. Filling out a W-9 is straightforward. Just provide your name and Social Security Number, or the name and Employer Identification Number of your business. By submitting a W-9, you are certifying that the tax id number you are providing is correct and accurate.

http://www.irs.gov/pub/irs-pdf/fw9.pdf

Central Texas Purchasing Alliance (CTPA) Adoption Clause

CTPA is a local purchasing cooperative with member public school districts. If authorized by the vendor or service provider, contracts and supply agreements resulting from this solicitation will be available to member districts. Participation is not mandatory and will not be a factor considered in the evaluation of proposals; however, the form does need to be completed and submitted with your proposal.

Interlocal Cooperative Agreement Clause

Similar to the CTPA adoption clause, if authorized by the vendor or service provider, contracts and supply agreements resulting from this solicitation will be available to local government organizations. Participation is not mandatory and will not be a factor considered in the evaluation of proposals; however, the form does need to be completed and submitted with your proposal.

OPTIONAL FOR SOFTWARE PRODUCTS:

Software Vendor Certification Form

BID CERTIFICATION

The undersigned Bidder (Contractor), by signing and executing this bid, certifies and represents to the Austin Independent School District that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by § 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Austin Independent School District concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Austin Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Austin Independent School District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

FIRM NAME			
PHONE		EMAIL_	
ADDRESS			
CITY	STATE		ZIP
SIGNED BY		TITLE	
PRINTED NAME		DATE	

NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

Statutory citation is found in the Texas Education Code §44.034.

Subsection (a): 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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b): 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.

Subsection (c): This section does not apply to a publicly held corporation.

I, the undersigned officer or agent for the contractor named below, certify that the information concerning notification of criminal history of contractor has been reviewed by me and the following information furnished is true and correct to the best of my knowledge.

VEND	OR'S NAME:
AUTH	ORIZED COMPANY OFFICIAL'S NAME:
Check	only one of the following:
	My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
	My firm IS NOT owned nor operated by anyone who has been convicted of a felony.
	My firm IS owned or operated by the following individual(s) who has/have been convicted of felony.
	Name of Felon(s):
Signa	ture of Company Official:

à

DEBARMENT, SUSPENSION AND INELIGIBILITY CERTIFICATION

Statutory citation is found in the U.S. Office of Management and Budget Circular A-102, 2 CFR 11 Part 215, and Federal Acquisition Regulation Subpart 9.4

Federal agencies, state agencies, and local governments, including the Austin Independent School District, shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only. OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*, Section 1 (d), requires that Austin ISD shall not award a contract to a contractor, or consent to a subcontract with a contractor, that is debarred, suspended, proposed for debarment, or otherwise declared ineligible.

"Contractor" means any individual or other legal entity that -(1) Directly or indirectly submits offers for or is awarded a Federal Government or Austin ISD contract or a subcontract under a Federal Government or Austin ISD contract; or (2) Conducts business, or reasonably may be expected to conduct business, with the Federal Government or Austin ISD.

A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards shall not be made to contractors that are listed on the Federal Government Excluded Parties List. Ref: 2 CFR 11 Part 215

Contractors submitting a bid or proposal in an amount expected to equal or exceed \$25,000 shall certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

VENDOR'S NAME:
Authorized Officer or Agent:
Authorized Officer of Agent.
Printed name of company official signing above:
Date Signed:

Central Texas Purchasing Alliance (CTPA) Adoption Clause

Statutory citation is found in the Interlocal Cooperation Act, Texas Government Code §791.

The Central Texas Purchasing Alliance (CTPA) is an organization formed by interlocal agreements and between independent school districts (members) in Texas for the purpose of engaging the districts to share purchasing opportunities for goods and services. All member contracts, regardless of whether formed as a result of CTPA activity or interaction, shall be directly between the member and the contractor providing goods and services to the member. The CTPA, in and of itself, shall not have the authority to make purchases of goods and services.

- A. If authorized by the Vendor, resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Members may <u>purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.</u>
- B. A list of members that may utilize the Vendor's contract is listed on the CTPA website, www.txctpa.org/memberlist
- C. Any member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- D. A negative reply by the Vendor will not adversely affect consideration of the Vendor's Solicitation response.
- E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER AS INDICATED BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR'S RESPONSE TO THIS SOLICITATION.

YES	
NO	
YES, with the exception of the following districts:	
Vendor Name:	
Printed Name of Authorized Company Official:	
Signature of Company Official:	
Date:	

INTERLOCAL COOPERATIVE AGREEMENT CLAUSE

Pursuant to the Texas Education Code 44.031 (a) (5), the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code, government entities, i.e. state agencies, local governments and school districts, are authorized to enter into cooperative/interlocal agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful Proposer only. If authorized by the Proposer, the government entities would be eligible, but not obligated, to purchase goods and/or services in accordance with the terms, conditions, specifications, and pricing established under the contract(s) awarded to the Austin Independent School District as a result of this solicitation. In the event the successful Proposer allows another government entity to join the Austin Independent School District contract, it is expressly understood that Austin Independent School District shall in no way be liable for the obligations of the joining government entity. All purchases by a government entity other than Austin Independent School District will be billed directly to that government entity and paid by that government entity. Austin Independent School District will not be responsible for another governmental entity's debts. Each government entity will order its own material/service as needed.

Several government entities around the Austin Independent School District may have an interest in being included in a contract resulting from this solicitation. Should these government entities decide to participate in this contract, would you (the Proposer) agree that all terms, conditions, specifications, and pricing would apply?

Yes

No

FIRM NAME	
AUTHORIZED OFFICER OR AGENT _	
PRINTED NAME	
TITLE	
DATE SIGNED:	