



**Request for Proposals
19RFP111
Parent-Child Early Intervention Education Program**

Date	Event
June 18 & 25, 2019	Dates of public notice
Not Applicable	Pre-proposal conference
June 26, 2019	Due date for questions by 5:00 pm
June 27, 2019	Questions and answers posted on our website
July 11, 2019	RFP opening / due date at 2:00 pm CST

<p>Deliver Sealed Proposals to: Austin ISD Contract & Procurement Services 1111 West 6th Street Building A, Suite 330 Austin, TX 78703</p>	<p>Contact: Name: Anita Muscarella Title: Sr. Procurement Specialist Phone: 512-414-9800 anita.muscarella@austinisd.org</p>
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- Questions must be submitted via e-mail to the contact person listed above.
In the e-mail subject line, type: Questions 19RFP111 Parent-Child Early Intervention
- 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 proposal 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:**
 - Required**
 - One (1) hard copy marked “original” – include signed “required” forms
 - Requested**
 - One (1) digital copy on a flash drive – include signed “required” forms
 - Three (3) additional digital copies on flash drives
 - Three (3) additional hard copies – marked “copy”
- FAX, e-mail or other electronic proposals will not be accepted.
- Proposals must be plainly marked with:
 - Name and address of the respondent
 - RFP number and title above

Checklist and Submission Guidelines

This checklist is provided to help you conform to all form/document requirements stipulated in this solicitation and attached herein.

(This is not a required form, it is not necessary to return this checklist with your proposal.)

Understanding the Proposal

Completed

- Read entire RFP document, appendices and attachments
- Review AISD Policy and Instructions on our website: [Policy and Instructions](#)
- Attend pre-proposal conference (not required)
- Submit questions properly before deadline
- Review addenda, Q&A and other additional attachments
- Review Proposal Format section of RFP

Forms

Completed | Required

- | Bid Certification
- | Notification of Criminal History of Contractor
- | Debarment, Suspension and Ineligibility Certification
- | Central Texas Purchasing Alliance (CTPA) Adoption Clause
- | Interlocal Cooperative Agreement Clause
- | Conflict of Interest Questionnaire (CIQ) – electronic
- | Strategic Partner Profile
- | EDGAR Vendor Certification

Submitting the Proposal

Completed

- Prepare the proposal in the format specified and sign all required forms
- Submit required hard copy marked “original”
- Submit requested quantity of digital copies on flash drive
- Submit requested quantity of hard copies marked “copy”
- Package proposal in sealed envelope or carton properly labelled
- Deliver proposal to delivery address by RFP opening / due date and time

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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 a training program for Latino parents that will provide a comprehensive framework of tools and skills to empower parents to become active agents in their children's educational career. The trainings should be in a series format that builds on specific skills necessary to enable parents to learn and understand the educational system and to empower them to become active partners in their children's education. The trainings should be developmental in skills, informative in nature, culturally relevant, motivating in context of the training, and fostering the advancement of effective and supportive parent skills. Trainings should include information for parents on American Public School Systems, College and Career, Literacy, Parenting Skills, Finance and other related topics.

II. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS

The HUB Program promotes and strongly encourages the involvement and participation of Historically Underutilized Businesses in District-wide procurements. According to AISD policies CH (LOCAL) and CV (LOCAL), the HUB Program guidelines are not applicable for this type procurement.

III. PROPOSAL FORMAT

A. Preface

The Contractor 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 contractor submitting the proposal and a brief summary of the contractor's 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 contractor's fees to satisfy the requirements of this RFP. It is the contractor'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 **Original response & original flash drive only**; they can be excluded from additional requested copies.

Contractor shall execute the following required forms and return the **signed original** with the proposal:

- Bid Certification
- Notification of Criminal History of Contractor
- Debarment, Suspension and Ineligibility Certification
- Central Texas Purchasing Alliance (CTPA) Adoption Clause
- Interlocal Cooperative Agreement Clause
- Strategic Partner Profile
- EDGAR Vendor Certification
- Conflict of Interest Questionnaire (CIQ). The CIQ is prepared by the Texas Ethics Commission, in compliance with Chapter 176 of the Texas Local Government Code. The form should be submitted on-line at [Conflict of Interest Questionnaire - CIQ](#).

IV. INITIAL REVIEW OF PROPOSALS

Any contractor determined non-responsible or any proposal determined non-responsive will not be evaluated further. The contractor will be notified of a non-responsible or non-responsive determination.

Responsive

In order for a proposal to be responsive:

- ALL required forms listed above shall be signed and included with proposal;
- Proposal shall be received prior to the RFP opening date at the address listed on the cover page;
- Proposal shall respond to the entire scope of service and performance requirements as requested.

Responsible

In order for a proposal to be responsible, the contractor shall be in good financial standing with the Texas Comptroller of Public Accounts.

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. The district anticipates that the evaluation process may include multiple levels of evaluation, as for example, but not limited to:
Phase 1: Initial review of the proposal by the district’s evaluation team.
Phase 2: Interviews and/or presentations of top proposals from Phase 1, followed by administrative review of finalist(s) and award recommendation.

PHASE 1

Points	Item	Detailed Description
20 Points	Proposed Plan	The adequacy and completeness of the plan offered addressing the Scope of Service.
15 Points	Contractor's Capabilities	The demonstrated ability of the contractor to provide services, including references.
25 Points	Proposed Products	Quality of items as well as their ability to meet specifications and sustainability requirements and preferences.
40 Points	Financial Proposal	Start-up costs, fixed product costs as well as rebate incentives to determine best value.

PHASE 2 (OPTIONAL)

Points	Item	Detailed Description
35 Points	Interview / Presentation	The adequacy and completeness of the plan offered addressing the Scope of Service.
35 Points	Contractor's Capabilities	The demonstrated ability of the contractor to provide services, including references.
30 Points	Financial Proposal	Start-up costs, fixed product costs, ongoing maintenance fees, etc.

- C. The committee evaluating the proposals submitted in response to this RFP may require any or all contractors to give an oral presentation in order to clarify or elaborate on their proposal as well as to provide a demonstration. Upon completion of oral

presentations or discussions, contractors may be requested to revise any or all portions of their proposals and submit a best and final offer (BAFO) for consideration.

- D. If the district determines that additional evaluation steps are required to determine the best value between Contractors, the district reserves the right to consider any or all of the following additional criteria; the proposed price, contractor's experience, references and record for responsibility, or any other relevant factor that the district deems necessary to determine best value.

VI. SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS

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 time beyond the final expiration date if necessary to ensure no lapse in service.

The following describes the service and performance requirements that the selected Contractor will be required to perform.

- Provide purpose, tools and direction to parents and their children to achieve academic success and success in life.
- Provide early childhood education classes.
- Provide classes where parents are given the skills, abilities and attitudes necessary to enhance their own personal success to serve as better role models for their children.
- Incorporate community resource speakers to inform parents of the types of local assistance available.
- Provide ESL instruction for adults.
- Provide children with skills needed to enter school ready, including cognitive, pre-literacy, fine/gross motor and social/emotional skill development.
- Provide children with pre and post developmental screening, with case management provided to link families to appropriate AISD personnel and external specialists.
- Conduct home visits with families to reinforce classroom instruction and provide enhanced assistance to families.
- Provide parents with information on the essential role of education in the economic, social and intellectual well-being of their children.
- Provide strategies for building relationships with teachers, staff and administrators.

- Provide for parental participation in standardized pre and post testing, intake questionnaires and exit surveys to assess achievement of program goals and objectives.
- Collect data to measure progress and performance outcomes of the program and provide annual (quantitative and qualitative) reports on the effectiveness of services provided.

VII. APPENDICES AND ATTACHMENTS

- Appendices (Documents included within this proposal):
 - Appendix 1 – Purchasing and Acquisition Vendor Relations Policy CHE-LOCAL
 - Austin ISD Policy and Instructions
 - Bid Certification
 - Notification of Criminal History of Contractor
 - Debarment, Suspension and Ineligibility Certification
 - Central Texas Purchasing Alliance (CTPA) Adoption Clause
 - Interlocal Cooperative Agreement Clause
 - Strategic Partner Profile
 - EDGAR Vendor Certification

**Contacting Board
Members**

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract during the restricted contract period.

If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

**Restricted Contact
Period**

The restricted contact period shall begin upon the date of issuance of a solicitation and shall end upon execution of the awarded contract by all parties.

In an effort to demonstrate its commitment to ethical procurement and contracting standards, and to improve accountability and public confidence, all District purchases of goods and services through competitive methods as provided in CH(LEGAL) and CV(LEGAL) shall be subject to a restricted contact period. Except as provided in this policy communication between a vendor and vendor's representative, and a Board member, the Superintendent, assistant superintendent, chief, officer, executive director, principal, department head, director, manager, project manager, or any other District representative who has influence on or is participating in the evaluation or selection process is prohibited.

*Prohibited
Communications*

A vendor and vendor's representative are prohibited from communications regarding the particular solicitation at issue that are intended or reasonably likely to:

1. Provide substantive information regarding the subject of the solicitation;
2. Advance the interests of the vendor;
3. Discredit the response of any other vendor;
4. Encourage the District to reject a response by a bidder;
5. Convey a complaint about the solicitation; or
6. Directly or indirectly ask, influence, or persuade a Board member, the Superintendent, assistant superintendent, chief, officer, executive director, principal, department head, director, manager, project manager, or any other District representative who has influence on or is participating in the evaluation or selection process, to take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation at issue.

*Permissible
Communications*

A vendor and vendor's representative are permitted to communicate with the District regarding the following:

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

1. Communication to the extent the communication relates solely to a nonsubstantive, procedural matter related to a response or solicitation;
2. Communication that relates solely to an existing contract between a respondent and the District, even when the scope, products, or services of the current contract are the same or similar to those contained in an active solicitation;
3. Communication with the District's Office of Contract and Procurement Services;
4. Communication with the District's Historically Underutilized Business (HUB) Program Department to the extent the communication relates to obtaining a listing of HUB subcontractors and general questions regarding HUB program compliance requirements;
5. Communication between an attorney representing a vendor and an attorney representing the District;
6. Communication with the District in the course of attendance at vendor conference;
7. Communication with the District for the purpose of the District's evaluation of the bidder's proposal, negotiating the scope of work, or engaging in contract negotiations;
8. Communication with the District for the purpose of making a public presentation to the Board; and
9. Communication made during the course of a formal protest hearing related to the solicitation.

*Other Vendor
Participation and
Communication*

Regardless of the above time period, a vendor and a vendor's representative who participate in the drafting or development of technical specifications or evaluation criteria for any project are prohibited from competing in the solicitation for such project.

A vendor and vendor's representative shall send all communications, questions, and requests for clarification in writing and addressed to the District's authorized representative identified in the solicitation. The District shall post responses to vendor questions as an addendum to the solicitation.

Nothing in this policy shall prohibit the District's representative from initiating contact with a vendor, in writing, for the purpose of obtaining clarifying information regarding a solicitation response. The vendor's response shall be in writing and shall be provided to the District's authorized representative.

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

- Complaints* Any person who is aggrieved in connection with a HUB program policy decision may file a complaint in accordance with GF(LOCAL).
- Violations* The following are violations subject to sanctions:
1. Falsely conceal or cover up a material fact or make any false, fictitious, or fraudulent statements, reports, or representations, or make use of any false writing, document, or electronic report knowing the same to contain any false, fictitious, or fraudulent statement.
 2. Fraudulently obtain, retain or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain certification status as a HUB.
 3. Make false reports regarding payments made to subcontractors or sub-consultants.
- Sanctions* Any person who violates the provisions of this section shall be subject to the following sanctions and to the maximum penalties provided by law:
1. The District may bar, suspend, or deem nonresponsive in future District solicitations and contracts, for a period of up to five years, any bidder or proposer, or contractor or subcontractor following notice and an opportunity for a hearing in accordance with the protest procedures in this policy.
 2. The District may, by contract, and where appropriate and lawful, impose an administrative penalty.
 3. In addition to other sanctions available to the District, the violation of any provision of these program rules may be included as an incident of breach in each contract.
- Request for Proposal and Bid Invitation* Each request for proposal and bid invitation shall include a copy of this policy.

Policy and Instructions

Policy

Procurement of goods and services shall be made by the method that provides the best value for the District. This competitive solicitation is either an **Invitation for Bids (IFB)** or a **Request for Proposals (RFP)** advertised under Texas Education Code 44.031 and Austin Independent School District policies:

- CAA, Fiscal Management- Financial Ethics
- CH, Purchasing and Acquisition;
- CHE, Purchasing and Acquisition- Vendor Relations;
- CHF, Purchasing and Acquisition- Payment Procedures;
- CHG, Purchasing and Acquisition- Real Property and Improvements; and
- CHH, Purchasing and Acquisition- Financing Personal Property Purchases.

Individuals or entities considering whether to submit a bid or proposal are encouraged to review the entirety of these policies before submitting a bid or proposal. All can be accessed on the District's web site www.austinisd.org in the Quicklinks box under Policy. Selected portions are re-stated here for emphasis.

Ethics

"All Trustees, employees, vendors, contractors, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources." Policy CAA (Local)

Contacting Board Members

"Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal or a bid is formally released and a recommendation is made by the administration to the Board. If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken." Policy CHE (Local)

Opening Bids

"Bids may be opened only by the Board at a public meeting or by an officer or employee of the District at or in an office of the District. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price." *Local Gov't Code 271.026*

"The Board shall have the right to reject any and all bids." *Local Gov't Code 271.027(a)*

Bid openings and the receipt of proposals will be held at the offices of:

Austin ISD
Contract and Procurement Services
1111 West 6th Street, Suite A330
Austin, Texas 78703

Bids and proposals are due no later than 2:00 PM on the date indicated in the IFB or RFP.

“The public and all bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.” Policy CH (Local)

“Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and the public and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.” Policy CH (Local)

Factors

“In awarding a contract, the District shall consider:

1. Purchase price.
2. The reputation of the vendor and of the vendor’s goods and 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 relating to historically underutilized businesses.
7. The total long-term cost to the District to acquire the goods or services.
8. For a contract that is not for goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor’s ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.
9. Any other relevant factor specifically listed in the request for bids or proposals.

Education Code 44.031(b)

Recycled Products

“The District shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality.” Policy CH (Legal)

Agricultural Products

“If the cost and quality are equal, the District shall give preference in purchasing to agricultural products, including textiles and other similar products that are produced, processed, or grown in Texas.” Policy CH (Legal)

Vegetation for Landscaping

“If cost is equal and the quality is not inferior, the District shall give preference to Texas vegetation when it purchases vegetation for landscaping purposes.” Policy CH (Legal)

Instructions

1. Read the entire contents of the solicitation and respond with a complete and accurate bid or proposal (offer). Failure to do so may be grounds for disqualification of your offer. All supplemental information required by the IFB or RFP must be included.
2. A copy of the **Standard Services Agreement** or **Master Purchase Agreement** is included for information purposes only. In the event of an award decision under this solicitation, both parties will negotiate an agreement for execution. The District has prepared the referenced agreement boilerplates to expedite the process. Please review all provisions and identify any exceptions or suggested additions to the agreement in your proposal.
3. State the manufacturer, trade and/or brand name and model that the bidder commits to provide for each item. The use of brand and manufacturer's name in the solicitation is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Illustrations and complete product specifications shall be included with the offer if bidding other than specified.
4. Complete the Conflict of Interest Questionnaire (Form CIQ), as prepared by the Texas Ethics Commission, in compliance with Chapter 176 of the Texas Local Government Code submitted on-line at: <http://archive.austinisd.org/inside/hb914/ciqform.phtml>
5. Bidders may make written inquiries concerning this solicitation to obtain clarification of the requirements. Inquiries shall be submitted no later than the time and date specified on the cover page. Questions received by this deadline and corresponding answers will be included in an Addendum and posted to our website at:

<http://www.austinisd.org/contractandprocurement/advertised-bids-rfps>

Submit inquiries via email to the contact person listed on the cover page. In the subject line of the email, type: **“Questions, IFB # or RFP # and Title of IFB or RFP”**.

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.

VENDOR'S NAME: _____

AUTHORIZED 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 a felony.

Name of Felon(s): _____
(attach additional sheet if necessary)

Details of Conviction(s): _____
(attach additional sheet if necessary)

Signature of Company Official: _____

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: _____

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 purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
- 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: _____

**Austin Independent School District
Strategic Partner Profile**

Business Information

Legal Business Name: _____

Tax ID Number: _____

Other Names the Business Uses (DBA, Subsidiaries): _____

County where you are registered: _____

What is your commodity _____

How does your business support public education: _____

Legal Status to do Business in Texas

Ownership: _____

Registered with the State Comptroller of Public Accounts: _____

Registered with the Secretary of State: _____

Historically Underutilized Business (HUB) Status (if applicable, attach certification)

Certification with whom: _____

Disadvantaged Business Enterprise (DBE) Certification: _____

Minority Owned: _____

Woman Owned: _____

Physical and Mailing Addresses

Corporate Headquarters: _____

Offices Located in Texas: _____

Address to send IFB (Invitation for Bid) and RFP (Request for Proposal) _____

Address to Mail POs _____

Contact Information

Sales Contact Name _____

Sales Contact Phone Number _____

Sales Office Email _____

Headquarters Phone Number _____

Email Address to send POs to _____

Fax Number to send POs to _____

Website _____

Miscellaneous

DUNS Number _____

Do you accept American Express P-Card (credit card) _____

Cooperative Purchasing Alliances and State Contracts (include commencement and expiration dates of contract)

EDGAR CERTIFICATIONS

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

(NON-CONSTRUCTION CONTRACTS)

This EDGAR Certifications addendum ("Addendum") is made a part of a contract ("Contract") between the Austin Independent School District ("Austin ISD" or "District") and the vendor ("Vendor"), where such contract and Vendor are referenced on the last page of this Addendum. The following certifications and provisions are required and apply when Austin ISD expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions are incorporated and made a part of the Contract in all situations where Vendor has been paid or will be paid with federal funds. Where there is a conflict between the terms of this Addendum and the terms of the underlying Contract, the terms of this Addendum shall prevail.**

I. REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Austin ISD expends federal funds, Austin ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

_____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- 1. Termination for Cause:** Pursuant to Federal Rule (B) above, when Austin ISD expends federal funds, Austin ISD reserves the right to immediately terminate any contract in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation.
- 2. Termination for Non-Appropriation of Funds for Multi-year or Multiple-year Contracts:** Performance by Austin ISD under the Contract for years subsequent to the current may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"), allocation of funds by the Board of Trustees (the "Board"), and/or, if the Contract is funded fully or partially by Federal grant awards, the receipt of the Notice of Grant Award ("NOGA"). If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, and/or there is a change in the NOGA, then the District may terminate this Contract without further duty or obligation under the Contract.
- 3. Termination for Convenience:** Austin ISD also reserves the right to terminate the contract immediately upon written notice to Vendor for convenience, with or without cause, if Austin ISD believes in its sole discretion that it is in the best interest of Austin ISD to do so.

If the contract is terminated in accordance with any of the terms referenced in Section (B) above, Austin ISD shall compensate Vendor for any work performed and accepted and goods accepted by Austin ISD as of the termination date. Any award under this procurement process is not exclusive and Austin ISD reserves the right to purchase goods and/or services from other vendors when it is in Austin ISD's best interest.

_____ Initials of Authorized Representative of Vendor

(C) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Austin ISD, Vendor certifies that during the term of an award for all contracts by Austin ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

_____ Initials of Authorized Representative of Vendor

(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Austin ISD, Vendor certifies that during the term of an award for all contracts by Austin ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

_____ Initials of Authorized Representative of Vendor

(E) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Austin ISD, Vendor certifies that during the term of an award for all contracts by Austin ISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

_____ Initials of Authorized Representative of Vendor

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Austin ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by Austin ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Initials of Authorized Representative of Vendor

(G) Procurement of Recovered Materials — Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Initials of Authorized Representative of Vendor

II. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Initials of Authorized Representative of Vendor

III. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Initials of Authorized Representative of Vendor

IV. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of Austin ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Initials of Authorized Representative of Vendor

V. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Austin ISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Initials of Authorized Representative of Vendor

VI. CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

_____ Initials of Authorized Representative of Vendor

VII. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards to any subcontractors pursuant to the Contract with Austin ISD shall be bound by the foregoing terms and conditions.

_____ Initials of Authorized Representative of Vendor

THE FOLLOWING SECTION TO BE COMPLETED BY AUSTIN ISD PROCUREMENT SERVICES DEPARTMENT ONLY:

- Contract / Solicitation Number (if applicable): _____
- Contract / Solicitation Title (if applicable): _____
- General Description of Underlying Contract Covered Under this Addendum:

BY SIGNING BELOW, THE VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Business Name: _____

Address, City, State, and Zip Code (Principal place of business): _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Phone Number: _____ Email Address: _____

Signature of Authorized Representative: _____ Date: _____