This solicitation is a request for proposals for services under Texas Education Code 44.031.

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 vendor to provide services, including references.
30 Points	Financial Proposal	Start-up costs, fixed product costs, ongoing maintenance fees, etc.

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 vendor will be required to meet. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points. The District will use the objective criteria specified within to review proposals and will make an award to an acceptable program provider.

- Clear vision for personalized learning and the connection of blended learning as a strategy for achieving a personalized experience for learners.
- Provides and operates from a clear framework for best practices in the classroom that

VII. APPENDICES AND ATTACHMENTS (included within this proposal)

- Appendices
  - Appendix 1 ±Purchasing and Acquisition Vendor Relations Policy CHE-LOCAL
- Attachments
  - Austin ISD Policy and Instructions
  - Austin ISD Service Agreement (sample ±do not complete)
  - Bid Certification
  -

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 f 3 Tr 4.588 0 Td ( )Tj 0 Tr 0.281-29.24174 Td [(f)-4(hi)6(s

Request for Proposal and Bid Invitation

AUSTIN
Contract and
Procurement Guide
for Independent School Districts

FOR REFERENCE ONLY

and nature, out-of-pocket costs and legal expenses incurred by District in connection with Contractor's breach of this Agreement.

12. NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR:
Contractor 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. District may terminate this Agreement if District determines that Contractor failed to give or misrepresented the conduct resulting in the conviction. Statutory citation found in Texas Education Code §44.034. This notice is not required of a publicly held corporation.

13. CRIMINAL HISTORY RECORD INFORMATION REVIEW:
Contractor, whether a person or business entity, must submit to a criminal history record information review if as an independent contractor, Contractor will have continuing duties related to the contracted services and direct student contact as defined in District policy CJA (LEGAL). Contractor must certify to District in Exhibit C to this Agreement that Contractor has complied. Statutory citation found in Texas Education Code § 22.0834.

Contractor shall also ensure that a criminal history record information review, per guidance in Exhibit C to this Agreement, has been conducted on all of its employees, interns, volunteers, sub-contractors providing services for the District under this Agreement and there is no criminal history record that would prevent employees, interns, volunteers or sub-contractors from working in District facilities or events sponsored by the District. If it is determined that Contractor or DQ\ RI &RQWUDFWRUV¶ employees, interns, volunteers, or sub-contractors is in violation of this provision, Contractor shall immediately remove such person from the property of the District with no requirement of written notice from the District and shall prohibit such person from future entry on the property of the District. Statutory citation found in Texas Education Code § 22.0834.

14. GOVERNING LAW; VENUE; CONTRACTOR COMPLIANCE WITH LAWS
Texas law, including as applicable, the Texas Uniform Commercial Code, shall govern this Agreement and all matters in any way related to this Agreement. WKHUHYHU WKH ´&RPPHUFLDO &RGHµ LV UHIHUHQFHG LW shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this Agreement, and both Parties agree that venue for any litigation arising from or in any way relating to this Agreement shall exclusively lie in Travis County, Texas. Contractor agrees to abide by all local ordinances and all state and federal laws in the provision of its services, activities or programs to District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, et seq, 29 CFR §1630, et seq; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, et seq, the Family Educational Rights and Privacy Act) (5 3 $ ´ 20 USC §1232g, et. seq., 34 CFR §99.1, et seq.), Title IX of the Education Amendments of 1972, 20 USC §1681 et seq., 34 CFR §106.1 et seq, the Health Insurance 3 R U W D E L O L W \ D Q G $ F F R X Q W D E L O L W \ $ F W R I 3 $ ´ and any applicable federal, state, and local laws and private grant requirements.

15. RETENTION OF RECORDS AND AUDIT:
Contractor shall retain any books, documents, papers, and records that are directly pertinent to th Agreement. Contractor shall make the said materials available for audit, examination, excerpt, and transcription to District, sub-grantee or grantee of funds, or their authorized representatives, for a period of seven (7) years following termination of Agreement. Contractor agrees that it will allow District to examine, evaluate and audit &RQWUDFWRU¶V performance of services provided under the terms of this Agreement. Examination, evaluation and audit may include site visitation, observation of performance, interview and the administration of questionnaires to employees of the Contractor when deemed necessary.

FOR REFERENCE ONLY

16. SPECIAL PROVISIONS:
Special provisions, changes, or additions to the provisions

EXHIBIT A

Statement of Work

OWNERSHIP OF WORK: Contractor recognizes that the District will have perpetual, non-exclusive, non-transferrable license to use any work product or deliverables developed by the Contractor in the performance of the services and G H O L Y H U H G W R W K H L V V X H F R all amounts due hereunder. The Contractor retains ownership of all information, software and other property owned by it prior to this agreement or which it develops independently of this agreement and all work products compiled or developed by the Contractor in the performance of this agreement.

CONFIDENTIALITY: The Contractor shall maintain strict confidentiality of all information, dates or records relating to students of the District and shall not disclose information except as required to the implementation of services in accordance with the terms of this agreement, or as may be required by law.

INCORPORATION BY REFERENCE: All Invitation for Bids (IFB),

I also certify to District on behalf of Contractor that Contractor has obtained certifications from its sub-contractors of compliance.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

_____ _____

Signature Date

Title:

I, the abovesigned officer or agent for the contractor named in the CONTRACTOR SIGNATURE field 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.

EXHIBIT F. CAMPUS SECURITY REQUIREMENTS FOR CONTRACTORS:

At a ll t i mes w a t h e C -ont r a , s a t c, o a f nd/ vol unt e s a b e t r a D s t r i c t o r , s ub i ndi vi dual y, mus t h a v e l b g t o t h e f ront of f e of t h e a mp a p nd va l i d i d e t i a t i o n f o r t h e p u r p o s e s of t h e a p p r o v e d a c t i v i t i e s . A l l i n d i v i d u a l s m u s t a l s o p r o v i d e p r o o f o f c u r r e n t a u t o m o b i l e l i a b i l i t y i n s u r a n c e .

EXHIBIT G. INVOICING AND PAYMENT:

Co n t r a c t o r s h a l l s u b m i t a n o r i g i n a l i n v o i c e f o r e a c h p a y m e n t r e q u e s t e d u n d e r t h i s C o n t r a c t . I n v o i c e s s h a l l b e s u b m i t t e d a s o f t e n a s n e c e s s a r y b u t n o t m o r e f r e q u e n t l y t h a n m o n t h l y . I n v o i c e s s h a l l b e s u b m i t t e d t o : A u s t i n I n d e p e n d e n t S c h o o l D i s t r i c t , 1 1 1 1 W . 6 t h S t r e e t , A u s t i n , T e x a s 7 8 7 0 3 - 5 3 0 0 , A t t e n t i o n : A c c o u n t s P a y a b l e . C o n t a c t n u m b e r i s 5 1 2 . 4 1 4 . 2 3 6 2 .

EXHIBIT H. NOTICES:

Any notices required by this Contract shall be in writing and shall be deemed delivered when sent by certified mail, return receipt requested, to the addresses set forth in the preamble of this Contract.

CONTACT INFORMATION FOR NOTICES

AUSTIN INDEPENDENT SCHOOL DISTRICT

(Initiator of agreement)

School/Department

Representative

Title

Address

City, State, Zip

Business Telephone Facsimile

Business Email

Date

COMPANY INFORMATION

Contractor : Complete information, check boxes below, and respond to Purchase Order (PO) preference.

Contractor Name

Title

Business Name or DBA

Address

City, State, Zip

Business Telephone Facsimile

Business Email

Date

Independent Contract Certification :

☐ Check if Contractor was previously employed by the District.

Tax Information:

☐ Check if W9 Tax Form has been completed and submitted to the District

Purchase orders (PO) are sent electronically
Please check preference:
☐ Fax
☐ Email

Additional c ontact information :

Name

Title

Business Telephone

Business Email

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

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.

³ & R Q W U D F W R U ´ P H D Q V D Q \ J H Q H U D O \ L Q F O X G H V \ R X U R U D Q \ R I Z K R V H \ S U L Q F L S D O V V X E P L W V offers

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: _____

Physi cal and Mailing Addresses

Corporate Headquarters: _____

Offices Located in Texas: _____

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

Address to Mail PO's_____

Contact Information

Sales Contact Name_____

Sales Contact Phone Number_____

Sales Office Email_____

Headquarters Phone Number_____

Email Address to send PO's to_____

Fax Number to send PO's to_____

Website_____

Miscellaneous

DUNS Number_____

Do you accept American Express P- _____

_____

EDGAR CERTIFICATIONS

ADDENDUM FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT

(NON-CONSTRUCTION CONTRACTS)

TKLV (

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

Vendor agrees that the District pector General or any of their duly authori(ir)20 (d)-13 (ued)-41 thap (s)24 (thasequnt)19 (Dives)-9 (isu)-1 allee veiacce