

Request for Proposals

20RFP029 Blended and Personalized Learning Coach Professional Development

Date	Event
September 4 and 10, 2019	Dates of public notice
September 11, 2019	Due date for questions by 5:00 pm
September 13, 2019	Questions and answers posted on our website
October 2, 2019	RFP opening / due date at 2:00 pm CST
November 18, 2019	AISD Board meeting for review/approval

Deliver Sealed Proposals to:

Austin ISD
Contract & Procurement Services
1111 West 6th Street
Building A, Suite 330
Austin, TX 78703

Contact:

Anita Muscarella
Senior Procurement Specialist
Phone: 512-414-9800
anita.muscarella@austinisd.org

- Questions must be submitted via e-mail to the contact person listed above.
In the e-mail subject line, type: Questions 20RFP029 Blended Learning
- 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 proposal marked “original” – include signed “required” forms
 - Requested**
 - One (1) digital copy proposal on a flash drive – include signed “required” forms
 - Four (4) hard copy proposals 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
- ☐ | ☒ Conflict of Interest Questionnaire (CIQ) – electronic
- ☐ | ☒ Strategic Partner Profile
- ☐ | ☒ EDGAR Vendor Certification
- ☐ | ☐ Software Vendor Certification Form

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 Blended and Personalized Learning Coach Professional Development.

As we enter our fourth year of blended and personalized learning coaching, we are seeking to deepen and further refine our coaching of blended learning toward personalization. The District is currently utilizing the Learning Management System (LMS), Instructure Canvas, PK-12 to design, deliver, and engage with elementary, secondary and professional learning experiences. Additionally, the District has recently launched an “Everyone:1” initiative by which all students in grades 9-12 have access to their own Chromebook for home and school use. With the expansion of digital access and blended learning pedagogy, we have the desire to connect our district-level/teacher-facing coaching processes with clear blended and personalized learning pedagogy with the potential for systemic development of blended and personalized schools.

Austin ISD reserves the right to award a contract for any or all areas of this RFP. AISD will make awards to qualified respondents providing the best proposal based on a combination of the program plan, scope of services, vendor’s capabilities and pricing. A Service Agreement will be executed with a successful vendor as a result of this process. A preview only copy of AISD’s Service Agreement is included within this document and should not be submitted with proposals.

Austin ISD educates more than 80,000 students and embraces 129 diverse school communities in one of the fastest-growing, ever-changing metroplexes in the country. In partnership with parents and our community, Austin ISD’s mission is to provide a comprehensive educational experience that is high quality, challenging, and inspires all students to make a positive contribution to society. We partner with world-class universities, innovative businesses and nonprofit organizations and engaged community leaders to prepare our students for college, career and life.

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 vendor 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 vendor submitting the proposal and a brief summary of the vendor'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 vendor'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 **Original response & flash drive only**; they can be excluded from additional requested copies.

Vendor 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
- 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	Vendor's Capabilities	The demonstrated ability of the vendor 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 vendor 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 vendors 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, vendors 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 vendors, the district reserves the right to consider any or all of the following additional criteria; the proposed price, vendor'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 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 connects to how to best integrate the use of technology.
- Provides and operates from a clear *framework for district and school-wide change* that honors the many different entry points, other initiatives, and levels of use of technology at elementary, middle, and high schools.
- Demonstrated success establishing and providing on-going support for model schools through all phases of change.
- Experience working with multiple populations at campuses of varying sizes.
- Experience, attention, and practices reflect and prioritize a *culturally relevant teaching* approach.
- Proven experience *developing the coaching capacity* for coaches that work with teachers and administrators on a daily basis.
- Willingness to provide on-going coaching support to coaches face-to-face and in person.
- Connects coaching approach to successful models for instructional coaching such as Jim Knight's Impact Cycle and Diane Sweeney's student centered coaching approach.

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
 - Notification of Criminal History of Contractor
 - Debarment, Suspension and Ineligibility Certification
 - Strategic Partner Profile
 - EDGAR Vendor Certification

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

**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)

<i>Complaints</i>	Any person who is aggrieved in connection with a HUB program policy decision may file a complaint in accordance with GF(LOCAL).
<i>Violations</i>	<p>The following are violations subject to sanctions:</p> <ol style="list-style-type: none">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.
<i>Sanctions</i>	<p>Any person who violates the provisions of this section shall be subject to the following sanctions and to the maximum penalties provided by law:</p> <ol style="list-style-type: none">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.
<i>Request for Proposal and Bid Invitation</i>	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”**.

**Service Agreement
between
Austin Independent School District
and**

This Service Agreement ("Agreement", as further defined in the paragraph immediately below) is entered into and effective on the last date that the Agreement is fully executed by the Parties (as defined herein below) by and between **Austin Independent School District**, a Texas school district ("**District**"), and _____, a person or business entity ("**Contractor**"). District and Contractor (collectively "Parties" and singularly a "Party") agree as follows:

This Agreement consists of the Signature Page and the following: the Terms and Conditions set forth below and all contents hereof; the Statement of Work (Exhibit A); the Basis of Compensation (Exhibit B); Criminal History Record Information Review and Contractor Certification (Exhibit C), and Additional Exhibits (Exhibits D, E, F, G, and H). This Agreement shall also include the Request for Proposals ("RFP"), when applicable, and Contractor's proposal.

Terms and Conditions:

GENERAL PROVISIONS:

1. DELIVERABLES:

This Agreement requires Contractor agrees to provide services: as set forth hereunder, and as detailed in the RFP and Contractor's proposal, and as detailed in the Statement of Work (collectively, the foregoing shall constitute "Deliverables" and as applicable, singularly "Deliverable", as used in this Agreement), in a prompt, timely and professional manner. Quantities shown in the RFP are District's best estimate of District's requirements for the Agreement term but should not be construed as guaranteeing a minimum purchase quantity or establishing a ceiling. Contractor agrees services will not begin and payments will not be made by District until the Agreement is fully executed, a purchase order has been issued by District to Contractor and an invoice has been submitted by Contractor to District. Without limitation, Contractor will provide the Deliverables in accordance with the specified deadlines in the Statement of Work. Per District policy, contracted services provided by District employees or their immediate family members are prohibited without prior approval from the Superintendent or the Superintendent's authorized designee.

2. TERM OF AGREEMENT:

Subject to Section 4, the term of this agreement shall be one (1) year upon full execution of this Agreement and continue in force for so long as any Exhibit to this Agreement remains in effect or until terminated in accordance with its terms.

3. RENEWAL OPTIONS:

Provided that the Agreement is still in effect, the District shall have the option to renew the term of this Agreement for () additional one-year periods commencing at the expiration of the term as defined in Section 2 and upon the same terms and provisions set forth herein. Renewal options shall be made by amendment to this Agreement, in writing and signed by authorized representatives of Contractor and District.

4. TERMINATION OF AGREEMENT:

Except as otherwise allowed below, this Agreement shall terminate when Contractor shall have completed all work covered by this Agreement, unless extended by written mutual agreement of District and Contractor at the time final service is completed. The District may terminate the Agreement for any reason if the Contractor fails to fulfill the obligations in a timely and proper manner. The District may terminate the Agreement by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the Agreement, the Contractor shall be entitled to receive just

and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this Agreement at any time without cause by the furnishing of a five (5) day written notice from an authorized District representative to the Contractor, but the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this Agreement, less any compensation previously paid.

5. ENTIRE AGREEMENT AND AMENDMENT:

This agreement constitutes the entire Agreement of the Parties, and it may not be changed, altered, amended, modified, or rescinded except by written agreement signed by the duly authorized representatives of the Parties.

6. ASSIGNMENT:

Neither Party shall assign this Agreement without the other Party's prior written consent; except that Contractor may assign this Agreement without District's consent to an entity: possessing a controlling interest in Contractor; that is under common control with Contractor; or in which Contractor possesses a controlling interest. Irrespective of any assignment authorized by this Section, Contractor shall be legally bound by and subject to the Agreement, and any permitted Contractor assignee shall accept such assignment with the express written acknowledgement that it shall be bound by all terms and obligations set forth in this Agreement. Any prohibited assignment shall be void. This Agreement inures to the benefit of and will be binding upon District and Contractor and their respective successors and permitted assigns.

7. FORCE MAJEURE:

Neither Party shall be liable for any delay or failure in performance due to acts of nature, terrorism, labor disputes, riots, war, fire, epidemics, disruption of utility services or other similar occurrences that are beyond its reasonable control ("Force Majeure"). However, in order to avail itself of such excuse, the Party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure.

8. DISPUTE RESOLUTION:

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

9. SEVERABILITY:

If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, the invalid, illegal, or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced, except as modified to the minimum extent necessary to render the provision valid and enforceable.

10. COMPENSATION:

District agrees to compensate Contractor for Deliverables related to the performance of this Agreement based upon work actually and satisfactorily performed not to exceed the total amount detailed in the Basis of Compensation. There is no minimum guarantee of payment. The Contractor shall not receive reimbursement for travel, meals and lodging related to any services rendered or efforts provided in fulfilling the obligations of this Agreement unless expressly authorized by District.

11. HOLD HARMLESS AND INSURANCE REQUIREMENTS:

It is agreed that the Contractor is an independent contractor. Contractor shall be solely responsible for payment of employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. Contractor shall provide, if required, workers' compensation and public liability insurance to protect Contractor from liability for injuries or damages. Contractor agrees to hold the District harmless from any and all liability that the District may incur, including without limitation, damages of every kind

and nature, out-of-pocket costs and legal expenses, incurred by reason of the Contractor's negligence or 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 or 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 any of Contractor's 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. Wherever the term "Uniform Commercial Code" is used, it 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 ("FERPA"), 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 Portability and Accountability Act ("HIPAA"), any applicable federal, state, and local law and private grant requirements.

15. RETENTION OF RECORDS AND AUDIT:

Contractor shall retain any books, documents, papers, and records that are directly pertinent to this 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 Contractor's performance of services provided under the terms of this Agreement. Examination, evaluation and audit may include site visitation, observation of performance in operation, interview and the administration of questionnaires to employees of the Contractor when deemed necessary.

16. SPECIAL PROVISIONS:

Special provisions, changes, or additions to the provisions shall be described in the box hereinbelow, or attached page, and are subject to express approval of the District's General Counsel.

Signature Page

SIGNATORY AUTHORITY: Each individual signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signing of this document represents and warrants the execution and delivery of the Agreement and the performance of obligations that have been duly authorized.

AUSTIN INDEPENDENT SCHOOL DISTRICT:

CONTRACTOR:

Principal/Director Date
Name:

Title: Date
Name:

Director, State, Federal, Private Accountability
Nancy Phillips
(Applicable only if utilizing grant funds)

Title: Date
Name:

Associate Superintendent/Executive Director
Name: Date

District Policy CH- Agreements in value range of \$10,000-\$50,000 are only valid when the following signatures are present:

Chief Officer Date
Name:

Chief Financial Officer Date
Nicole Conley

Approved as to legal form
General Counsel

Superintendent Date
Paul Cruz, Ph. D.

District Policy CH -Board Item - \$50,000 and above

District Board President Date
Name:

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 delivered to the District, upon the District's payment in full of 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), Bids, Request for Proposals (RFP), Proposals, Request for Quotes (RFQ), and Quotes associated with this agreement hereunder shall be incorporated by reference.

INSTRUCTIONS:

Statement of Work will include a detailed description of required services that will be performed by the Contractor including actual tasks, deliverables, direct methodologies to be used, qualitative and quantitative designs, performance requirements and timelines (start and end dates) according to specifications and expectations of the agreement:

Description of service: *Type in service being rendered, attach quote or a detailed statement of work from Contractor.*

Special Instructions to the District (what the District will provide i.e. Space, equipment, materials & supplies).

Basis of Compensation

Service Agreement

EXHIBIT C

Criminal History Record Information Review Contractor Certification

As agreed to in Terms and Conditions, Section 13, Contractor is directly responsible to ensure that a criminal history record information review has been conducted and that there is no criminal history record that would prevent the Contractor or its employees, interns, volunteers, or sub-contractors from working in the District's facilities or in events sponsored by the District. Statutory citation found in Texas Education Code § 22.0834. Relevant District policy includes:

- CJA (LEGAL): Provides definitions of relevant terms such as 'covered contract employee,' direct contact with students,' etc., and Contractor responsibilities regarding criminal history record certification.
- GKG (REGULATION): Describes procedures and considerations for approval of volunteers and interns to work with students, including the appropriate background checks (fingerprint-based vs. name-based) to be conducted.
- DC (EXHIBIT): Includes District guidelines on responding to criminal history records.

To review full District policy related to criminal history record review, go to <http://pol.tasb.org/Home/Index/1146> and type policy reference (e.g., CJA, GKG, DC) into 'Search' field, or request the most recent policy updates from District Employee Relations Coordinator, Naomi Tafoya, by emailing naomi.tafoya@austinisd.org

On behalf of _____ ("Contractor"), I, the undersigned authorized signatory for Contractor, certify to Austin Independent School District ("District") that:

If I, personally, will have continuing duties related to the contracted services and direct student contact, I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas ("FACT"). I further certify to the District that I do not have a disqualifying criminal history. I agree to notify District in writing within three (3) business days if I am arrested or Adjudicated for a disqualifying reason during the term of this Agreement. I agree to provide to District, upon request, my full name and any other requested information so that District may obtain my criminal history record information. I understand that District may terminate my services at any time if District determines, at its sole discretion, that my criminal history is not acceptable.

[and check one]

☐ None of Contractor's employees, interns, volunteers, or sub-contractors are **covered employees**, as defined in Texas statute or District policy CJA (LEGAL). In the event that any of the Contractor's employees, interns, volunteers, and sub-contractors become **covered employees** during the term of this Agreement, Contractor will notify the District and submit Exhibit C.1 (Covered Employees List) to the District with updated information prior to **covered employees** coming in direct contact with students.

Or

☐ Some or all of Contractor's employees, interns, volunteers, or sub-contractors are **covered employees**. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify District in writing within three (3) business days.
- (3) Exhibit C.1 (Covered Employees List) has been fully and accurately completed with information for all of Contractor's **covered employees**. If District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at District.

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:	

EXHIBIT C.1

Covered Employees List

- Complete all requested information.
- Use of a current driver’s license or state-issued ID is required.
- You may download and submit this form electronically. Attach additional page, if needed.
- Please submit updates to this list to District Employee Relations Coordinator, Naomi Tafoya, at naomi.tafoya@austinisd.org

Last Name, First Name <i>as it appears on driver's license or state-issued ID</i>	Date of Birth	Driver's License or ID #	State of Issue	Name of Fingerprinting Agency

Additional Exhibits

EXHIBIT D. TRS RETIREE:

If you are receiving or have received retirement benefits through the Teacher Retirement System of Texas (TRS) or any other retirement program (Retirement Benefits), you acknowledge the following:

-The District cannot and does not make any guarantees regarding your continued right to receive the Retirement Benefits.

-You are relying on your own investigation and understanding of the law and upon the guidelines, rules, and regulations regarding employment after retirement of the program(s) under which you retired. You are not relying on any statements made by the District regarding the effect of District employment or contracting with the District on your Retirement Benefits.

-You agree not to sue or otherwise bring any claim against the District, its Board of Trustees, its Superintendent, or any other employee or agent of the District for any loss or reduction in the value of your Retirement Benefits.

-If you retired under the TRS, the District must report your employment to the TRS. You agree not to sue or otherwise bring any claim against the District, its Board of Trustees, its Superintendent, or any other employee or agent of the District based on such reports.

-You acknowledge that, because of your retiree status, the District will incur expenses over and above those associated with hiring a non-retiree in a similar position with similar years of experience. You agree that the District may reduce your pay or contracted compensation to offset these expenses, provided that your salary does not fall below the state minimum, if applicable.

If you are in fact a TRS Retiree, please print name and date of retirement below.

I, _____, confirm that I am a TRS retiree as of effective date: _____.

EXHIBIT E. 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 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 all times when the Contractor, sub-contractor, staff, and volunteers enter a District facility, each individual must go to the front office of the campus and provide valid identification and justification of their presence on the campus.

EXHIBIT G. INVOICING AND PAYMENT:

Once services described in "Statement of Work", Exhibit A have been performed and completed, the Contactor agrees to submit an original invoice referencing Purchase Order number requesting payment for performance: Austin Independent School District, 1111 West 6th Street, Austin, Texas 78703-5300, Attention: Accounts Payable. Contact number is 512.414.2362

EXHIBIT H. NOTICES:

Any notices required or permitted by this agreement shall be in writing and delivered to the parties as set forth on page 10.

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 contact information:

Name

Title

Business Telephone

Business Email

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: _____

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 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-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:** _____