



**Request for Qualifications  
20RFQ005  
Special Counsel to the Austin ISD  
Board of Trustees**

Date	Event
June 18, 2019 and June 25, 2019	Advertise/Issue Date
June 27, 2019	Due Date for Questions by 5:00 pm
July 11, 2019	Questions and Answers posted on our website
<b>July 18, 2019</b>	<b>Deadline for submittals at 2:00 pm CST</b>

*NOTE: AUSTIN ISD OFFICES WILL BE CLOSED JULY 1-5, 2019*

- Questions must be submitted via e-mail to the contact person listed below.  
In the e-mail subject line, type: **Questions 20RFQ005 Special Counsel to the Austin ISD Board of Trustees**  
Q & A and Addenda will be posted on our website: [Q&A and Addenda](#)
- Your qualifications must be delivered by mail or hand delivery in a sealed envelope or carton. Qualification packets received after the specified time shall not be considered.
- **Please submit the following:**
  - Required**
    - One (1) hard copy marked "Original" – include signed "Required" forms
    - One (1) digital copy on a flash drive – include signed "Required" forms
  - Requested**
    - One (1) additional digital copy on a flash drive
    - One (1) additional hard copy – marked "Copy"
- FAX, e-mail or other electronic qualification packets **will not be accepted.**
- Qualification Packets must be plainly marked with:
  - **Name and Address of the Respondent**
  - **RFQ number and Title above**

**Deliver Sealed Statement of Qualifications to:**  
**Austin ISD**  
**Contract & Procurement Services**  
**1111 West 6<sup>th</sup> Street**  
**Building A, Suite 330**  
**Austin, TX 78703**

**Contact:**  
**Annie Collier**  
**Assistant Director**  
**Phone: 512-414-2124**  
[annie.collier@austinisd.org](mailto:annie.collier@austinisd.org)

Request for Qualifications 20RFP005, Special Counsel to the AISD Board of Trustees

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## I. INTRODUCTION

The Austin Independent School District (herein after referred to as “AISD” or the “District”) is seeking Statements of Qualifications from external legal providers to assist the Office of Legal Services in the following areas, including, but not limited to, complying with federal, state and local laws as they relate to school district matters and governance activities, the interpretation of laws, negotiation of contract terms, facilitation of the Texas Public Information Act, policy coordination, and representation of the District in administrative hearings before the Board of Trustees, the Texas Education Agency’s independent hearing examiners, SOAH, and in the courts.

## II. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS

The Austin ISD HUB Program promotes and strongly encourages the involvement and participation of Historically Underutilized Businesses (HUB) in District-wide procurement. When AISD considers entering into a contract estimated at \$50,000 or more, the HUB Program will determine whether subcontracting opportunities are applicable before publishing the solicitation.

All proposers are required to follow the HUB Compliance Guidelines and complete the “No Goals”-Statement of Responsibility. ***Please submit the completed “No Goals” Statement of Responsibility with your proposal.*** All HUB inquiries should be directed to the HUB Program Department.

## III. BACKGROUND

The AISD Board of Trustees is seeking proposals from individuals or firms qualified and experienced in legal services to assist in protecting the interests of the District by providing quality legal advice, services and representation to its Board of Trustees. The Board of Trustees will select its own counsel to handle its legal matters which in addition to serving at regular or special called Board meetings may provide guidance as needed in, but not limited to, the following areas:

- Open Government
- General School Law
- Elections and Redistricting
- Litigation
- Contracts
- Labor & Employment

- Real Estate
- Construction
- Audits
- Investigations

**IV. TERM**

The agreement resulting from this solicitation will be in effect for a 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 three (3) additional one (1) year periods. In addition, the District reserves the right to extend the contract for an additional sixty (60) days beyond the final expiration date if necessary, to ensure no lapse in service. Any contractual agreements may be terminated by AISD by written notice to the Vendor at least thirty days prior to the date of cancellation. AISD reserves the right to reject any or all proposals and to waive all formalities in the RFQ process. A copy of the Services Agreement is annexed for information purposes only. In the event of an award under this RFQ, you will be extended an agreement for execution. Please review all provisions and identify any exceptions or suggested additions in your proposal.

**V. PROPOSAL INFORMATION**

**A. Schedule for Selection**

Date	Event
June 18, 2019 June 25, 2019	Request for Qualifications advertised in the Austin American Statesman and posted to AISD website
June 27, 2019	Due date for questions (written inquiries)
July 11, 2019	Q & A posted to website
July 18, 2019	Due date for Qualifications by Contractors

**B. Interpretation of RFQ Wording**

Interpretation of the wording of this RFQ shall be the responsibility of the District. District staff will not give verbal answers to inquiries regarding the contents of the RFQ. Any verbal statement regarding it prior to the award shall be non-binding.

**C. Written Inquiries**

Proposers may make email inquiries concerning this RFQ to obtain clarification of the requirements. Inquiries must be submitted no later than close of business on the date specified in Section IV A, "Schedule for Selection". Questions received by this deadline and corresponding answers, will be included in an Addendum and can be found at this web address: [Addendum](#)

Submit inquiries via E-mail to Annie Collier – [annie.collier@austinisd.org](mailto:annie.collier@austinisd.org)

In the subject line of the E-mail, type: Questions, 20RFQ005 Special Counsel to the AISD Board of Trustees

#### **D. Rights of the Austin Independent School District**

The District reserves the right to require additional information from Proposers and to conduct necessary investigations to determine Proposer performance and to determine the accuracy of Proposal information.

#### **E. RFQ Information**

- 1) All Proposers are expected to carefully examine the RFQ documents. Any ambiguities or inconsistencies should be brought to the attention of the individual identified in Section IV C, of this RFQ. It is believed that all information necessary to complete a response is included in this RFQ. It is the responsibility of the Proposer to obtain clarification of any information contained herein that is not fully understood.
  
- 2) The Proposer, by and through the submission of a Proposal, agrees to be held responsible for:
  - a. having examined the Request for Qualifications and all referenced citations of judicial decisions, statutory authority, and local policy;
  - b. having become familiar with the nature and scope of the Services required by the District; and
  - c. identifying any local conditions that may affect the labor availability, administrative rules and other factors that may impact the District's timeline for completion of the Services.

#### **VI. SCOPE OF SERVICE**

Under the direction of AISD's Board President, the consultant shall provide professional legal services support and assistance on a regular and continuing basis as:

"Special Counsel to the Board of Trustees"

Reports to the Board President and Board Members. May confer with Administration's General Counsel/Attorneys/Chief of Staff as needed to arrange for hearings, grievances or respond to Board inquiries. Advice could be expected to be provided in, but not limited to, the following:

- Open Government
- General School Law

- Elections and Redistricting
- Litigation
- Contracts
- Labor & Employment
- Real Estate
- Construction
- Audits
- Investigations

## **VII. PERFORMANCE REQUIREMENTS**

### A. Location

Preference: Law Firms with offices in the greater Austin area.

### B. Term of Contract

All contracts will be for a one-year term with option to renew for three additional years under the same terms, specifications and fee structure, if agreeable to both parties. The District reserves the right to terminate the contract with thirty (30) days advance written notice to the other party.

### C. Fees and Billing

1. All matters must be pre-approved by the Austin ISD Board President. No “attorney-initiated” matters will be allowed, and fees generated for such matters will not be paid.
2. Attorney travel time may not be billed for Austin-based projects. Attorney travel time for non-Austin-based projects will be billed at a reduced rate. The costs of airfare will be paid at coach fares only.
3. The firm will not be allowed to bill for more than one attorney providing the same service at the same time unless it has been pre-approved as to each matter by the Board President.
4. All billings must be in increments not greater than one-tenth (.10) hours.
5. The selected law firm must abide by all District billing invoice guidelines or requirements.

D. Conflict of Interest Statement

Each proposal must contain a statement that the proposer, if selected, agrees not to undertake future representation of any person or entity in a manner adverse to the District's interests during the term of the contract and for a period of two years after termination of the contract.

E. The selected law firm must submit a Conflict of Interest Questionnaire annually in compliance with Section 176.006 of the Local Government Code.

F. Minority and Women Business Enterprises (MWBE)

Each proposal must make a commitment to utilize MWBE's on matters assigned by the District whenever an opportunity to do so exists.

G. Proposer Conduct

During the RFQ process, proposers are not permitted to contact any Austin ISD Board Member or employee unless at the request of Austin ISD's designated project manager. Communications regarding this RFQ will be accepted both in writing and by telephone. No gratuities of any kind will be accepted including meals, gifts, or trips. Violation of these conditions will subject any proposer to immediate disqualification. The designated project manager during the RFQ process shall be Annie Collier, Assistant Director of Contract & Procurement Services, (512) 414-2124.

H. Additional Information, Terms, and Conditions

1. The submission of a response shall be *prima facie* evidence that the proposer has full knowledge of the scope, nature, quantity, and the quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed as described in this request for proposals.
2. The District reserves the right to contact references from the proposer's client list.
3. The District reserves the right to reject any and all responses, the right in its sole discretion to accept the responses it considers the most favorable to the District's interest, and the right to waive irregularities in the response and request process. The District further reserves the right to reject all responses and end the request for proposal services or to seek new responses when such procedure is reasonably in the best interest of the District.
4. The Austin Independent School District is exempt from all federal excise, state, and local taxes. Tax exemption certificates will be furnished upon request.
5. The successful proposer may not assign, sell, or otherwise transfer the proposer's interest in the contract award or any part thereof without written permission from the District.
6. Responses submitted after the due date and time noted in this document shall not be considered.

7. The proposer shall furnish the District such additional information as the District may require.
8. All information, documentation, and other material submitted by the proposer may be subject to public disclosure under the Texas Public Information Act. Proposers will be deemed to have knowledge of this law and how to protect their interests under the law.

## **VIII. STATEMENT OF QUALIFICATIONS FORMAT**

The following sections should be included in the proposal submitted by the law firm. Proposals should not be longer than twenty (20) pages.

### Section I. Cover Page

Show the RFQ subject, firm name, telephone number, facsimile number and address, contact person's name, title, telephone number, email address and date of proposal.

### Section 2. Profile of Proposer

- a. Provide the number of attorneys and support staff located in local office. This section should also include a numerical breakdown and list by name and position of all minorities and women on staff.
- b. List the firm's clientele including the types of services performed and dates of representation. Provide any current and prior Texas public school district and other governmental entity clients in this listing, if applicable.
- c. Describe the firm's technology support and library holdings which will be available in the firm to assist in providing high quality, timely and efficient services.

### Section 3. Experience and Information on Personnel to be Assigned

- a. Names and relevant educational backgrounds and work experience of the lead attorney(s) who will be assigned to be special counsel to the Board and support staff personnel who will be providing legal services.
- b. Experience, specialized skills, training or background of assigned staff performing legal services specifically with school districts and other governmental entities.

### **Section 4. Services to be Provided**

Describe the specific services which you propose to provide the District for each category listed above.

#### Section 5. Fee Structure

- a. Describe the fee structure, including specifications stated herein, including minimums, maximums, hourly rates, and out-of-pocket expense reimbursement schedules proposed by your firm.
- b. Describe the difference in billing rates of attorneys, paralegals, investigators, and others, either by name as to each person who will provide services, or as to specific categories of positions.
- c. Describe the difference, if any, in billing rates for contested matters versus non-contested matters, in-court versus out-of-court time, and any other areas of varying rates.

#### Section 6. Conflict of Interest Statement

Provide a statement that the proposer, if selected, agrees not to undertake future representation of any person or entity in a manner adverse to the District's legal interests during the term of the contract and for a period of two years after termination of the contract.

#### Section 7. Additional Information

Provide any additional information which you consider pertinent to your proposal.

### IX. REQUIRED FORMS

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

Contractor shall execute the following required forms (located on our website and at the end of this solicitation, [Required Forms link: REQUIRED FORMS](#)), and return the **signed original** with the proposal:

- Bid Certification
- Notification of Criminal History of Contractor
- Debarment, Suspension and Ineligibility Certification
- CTPA Adoption Clause
- Interlocal Cooperative Agreement Clause
- Strategic Partner Profile
- Conflict of Interest Questionnaire (CIQ). The CIQ is prepared by the Texas Ethics Commission, in accordance with House Bill 914, Chapter 176 of the Texas Local Government Code. The form should be submitted on-line at [Conflict of Interest Questionnaire - CIQ](#).

### X. COMPETITIVE SELECTION / EVALUATION

- A. This is a NEGOTIATED procurement under the provisions of the Texas Professional Services Procurement Act, chapter 2254 of the Texas Government Code. As described above, submissions will be evaluated and ranked on the basis of demonstrated competence and qualifications, and

negotiations with submitters, in order of ranking, will be undertaken by AISD until a satisfactory contract for services is reached with a respondent for a fair and reasonable price.

- B.** AISD will evaluate each firm’s statement in the areas of the qualifications, proposed plan, experience/service capabilities based on the following pre-determined criteria:

<b>40 Points</b>	<b>Qualifications</b>	<b>This criteria includes the firm’s qualifications to handle assigned matters, experience in the category for which a proposal has been submitted, experience with school districts and other governmental entities.</b>
<b>30 Points</b>	<b>Technical Component</b>	<b>This criteria includes the firm’s capability and available resources to provide competent legal services in a timely, comprehensive manner. The proposal should demonstrate the firm’s ability to handle the high-volume legal work. The firm’s size, attorney staff, support staff, location, technology, research capacity, and other related matters will be examined.</b>
<b>30 Points</b>	<b>Fee Structure</b>	<b>This criteria will include an evaluation of the firm’s fee structure, including minimum and maximum hourly rates, out-of-pocket reimbursements, expenses, and any other relevant factors.</b>

The committee evaluating the statements of qualification submitted in response to this RFQ may require any or all firms to give an oral presentation in order to clarify or elaborate on their statement.

## **XI. APPENDICES AND ATTACHMENTS**

- Appendices (Documents included within this RFQ):
  - Appendix 1 – Purchasing and Acquisition Vendor Relations Policy CHE-LOCAL
- Attachments (Separate documents available to download):
  - Policy and Instructions
  - Required Forms – Listed in Section VIII

**Appendix 1**  
**Purchasing and Acquisition Vendor Relations**  
**Policy 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)

- 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 [Visit the Austin ISD Website](#) 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 6<sup>th</sup> 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.

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### **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.

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## **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](http://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 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)  
\_\_\_\_\_