

Request for Proposals 25RFP055 Professional Development & Training Services

Continuous Solicitation - Multiple Award **OPENING # 1**

Proposals will be accepted continually through the close date of May 30, 2030, with vendor submissions evaluated periodically and awards made as necessary.

**Once you have been awarded under this RFP, you do not need to submit another response.
This solicitation replaces all previously awarded Professional Development RFPs.**

Date	Event
March 4 and March 11, 2025	Dates of public advertisement
April 30, 2030 (continuous)	Deadline for questions submitted in Bonfire platform by 2:00 pm CST
May 30, 2030 (final opening)	RFP final response deadline at 2:00 pm CST

Contact:

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Contract & Procurement
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To ensure a fair and transparent solicitation process and the integrity of submissions:

- Proposals must be submitted in the specified format and all Required Forms must be signed and submitted with response.
- Question and Answer Protocol: Proposers seeking clarification or have questions pertaining to this RFP must submit questions in writing through the AISD Bonfire Portal no later than the date and time shown above.
- Questions & Answers and all Addenda will be posted on the AISD Bonfire Portal:
<https://austinisd.bonfirehub.com/portal/>

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

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 and 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 Provisions
- ☐ Submit questions properly before deadline
- ☐ Review addenda, Q&A and other additional attachments
- ☐ Review Proposal Submission section of RFP

Required Forms

Completed & Signed

- ☐ Bid Certification
- ☐ Notification of Criminal History of Contractor
- ☐ Debarment, Suspension and Ineligibility Certification
- ☐ Edgar Certifications Addendum for Contract Funded by U.S. Federal Grant
- ☐ Conflict of Interest Questionnaire (CIQ) – online electronic submission

Submitting the Proposal

Completed

- ☐ Prepare the proposal, complete all requested attachments, sign all required forms
- ☐ Submit RFP response through the AISD Bonfire Portal no later than the due date and time.

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I. INTRODUCTION – Solicitation Overview and Description

The Austin Independent School District (herein after referred to as “AISD” or the “district”) is seeking proposals for district-wide professional development and training services offered by vendors qualified and experienced in providing learning opportunities to teachers and administrators. Approved service providers will aid in the increase of educator effectiveness for all students within learning communities committed to continuous improvement, collective responsibility, and goal alignment. Such professional development and training services will demonstrate how students integrate theories, research, and models of human learning.

AISD seeks to maintain a catalog of awarded firms from which to obtain these services on an “as needed basis”. Based on the annual, aggregate districtwide expenditures for professional development and training services, Austin ISD may require all vendors who will perform such services to have submitted a response to this RFP and receive an award prior to providing such services to the District.

Awarded vendors will be added to the list of acceptable providers for professional development and training services. This list is made available district-wide to all AISD campuses and departments. The selection of approved vendors will be recommended for award on an as-needed basis and may result in a service agreement with the District.

This is a continuous solicitation. Proposals will be accepted continually through the close date of **May 30, 2030**, with proposals evaluated periodically and awards made as necessary. There is no obligation upon or guarantee by AISD to use any particular awarded vendor during the term of the contract. AISD reserves the right to select the awarded vendor that best meets its needs.

Proposers may make written inquiries through the AISD Bonfire Portal concerning this solicitation to obtain clarification of the proposal 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. All addenda will be posted in the AISD Bonfire Portal.

Each Bidder, by submitting its proposal, agrees that the proposal is subject to the Austin ISD Policies and Provisions and agrees to comply with those conditions. Acceptance of a proposal will occur only when a contract is executed. Any contract will incorporate the Austin ISD Policies and Provisions and Standard Terms and Conditions and no commitment exists until a contract is executed by both parties.

Austin ISD is subject to the Texas Public Information Act. All documents submitted as part of the Contractor’s Proposal response will be deemed confidential during the evaluation process and will not be available for review by anyone other than Austin ISD staff or its designated agents. Following an award of contract or termination of the procurement, Proposals may be subject to release as public information. If a Proposer believes that its Proposal response, or parts of it, may be exempted from disclosure under Texas law, the Proposer clearly must specify page-by-page and/or line-by-line the parts of the Proposal response which it believes are confidential or otherwise exempt. Austin ISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Proposers.

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 SUBMISSION IN BONFIRE

All documents can be found in the Bonfire Public Files for this RFP solicitation project.

- A. PROPOSAL RESPONSE** – Vendor shall upload its proposal documents as requested below into the Bonfire electronic procurement platform under:
Requested Information (PROPOSAL RESPONSE ATTACHMENTS).

Upload Vendor Proposal – Include the following:

- **Section I - Summary of Experience:**
A description of vendor/contractor's experience, organizational structure, and qualifications for personnel who will provide the services.
- **Section II - Scope of Service:**
A description of services and capabilities as outlined in the Scope of Service and Performance Requirements (Section VI) of this RFP.
- **Section III- Financial Proposal:**
A straightforward, concise description of the vendor's proposed fees associated with providing the services to satisfy the requirements of this RFP. The information is to allow for the District to determine within reasonable accuracy the overall costs associated with the offerings. This summary should include a basis of fee (rate per hour, per day, per program, etc.) and district discounts, quantity breaks, etc. Pricing is to be considered "not to exceed". If awarded, the respondent should be able to provide specific pricing for an event by quote as requested. Pricing shall remain constant for the duration of the awarded term of the RFP.
- **Section IV – References:**
Provide a minimum of three (3) references of clients that have done business with the proposer in the last two (2) years. The references should be familiar with the proposer's work, billing, and post-completion support of the product or services provided. The District reserves the right to ask for additional clients or reject any that are not appropriate to provide information or feedback in the reference process.

- B. REQUIRED FORMS** – Vendor shall upload the completed and signed forms listed below into the Bonfire electronic procurement platform under:
Requested Information (REQUIRED FORMS.)

Upload Required Forms - Include the following:

Link is provided for the online Conflict of Interest Questionnaire (CIQ).

Failure to submit required forms may result in vendor being deemed not responsive.

- Bid Certification (signature required)
- Notification of Criminal History of Contractor (signature required)
- Debarment, Suspension, and Ineligibility Certification (signature required)
- Edgar Certifications Addendum for Contract Funded by U.S. Federal Grant (sign)
- 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: <https://www.austinisd.org/cp/ciq-online>

The District reserves the right to tender its own contract which shall incorporate the requirements of this RFP and the successful Proposer's response. A preview/reference only copy of AISD's Agreement is posted on the AISD website and should not be submitted with proposals.

IV. **INITIAL REVIEW OF PROPOSALS**

Any vendor/contractor determined non-responsive or any proposal determined non-responsive will not be evaluated further. The vendor/contractor will be notified of a non-responsive 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 vendor/contractor shall be in good financial standing with the Texas Comptroller of Public Accounts.

V. **COMPETITIVE SELECTION / EVALUATION**

- A. This is a NEGOTIATED procurement. AISD will award multiple vendors / contractors who present the greatest value to the District from the standpoint of suitability to purpose, quality, service, previous experience, cost effectiveness, ability to deliver, or for any other reason deemed by the District to be in the best interest of AISD. Thus, the result will not be determined by costs alone but upon the applicable criteria as listed under Evaluation Criteria.
- B. Consistent with state law and district policy, this RFP does not commit the district to award a contract. The district reserves the right to accept or reject any or all proposals and/or award in whole or in part any proposal if the district determines it is in the best interest of the district to do so. The district also reserves the right to waive any minor informalities in order to take the action which it deems to be in the best interest of the district.
- C. **Evaluation Criteria**
An evaluation committee will evaluate the proposals against the following weighted criteria listed below.

Evaluation Criteria	Points
1. Quality of Services: The adequacy and completeness of the plan offered addressing the Scope of Services. <ul style="list-style-type: none"> a. Clearly defined components of service delivery b. Evidence of quality academic training supports to teachers, staff, students and families c. Organizational structure and staff to meet District's needs 	30
2. Contractor's Capabilities: The demonstrated ability of the Contractor to provide services. <ul style="list-style-type: none"> a. Experience, qualifications, education, etc. b. Reputation of vendor and of the vendor's services c. Extent to which the services meet the District's needs d. Vendor's past relationship with the District 	40
3. Financial Proposal / Cost	30
Total Allowable Points	100

The District reserves the right to include additional evaluation criteria beyond the initial review to include, but not limited to the criteria identified in Texas Education Code 44.031(b). The District reserves the right to add additional evaluation steps, such as interviews, demonstrations, sample products, etc., to determine which response best meets the needs of the District. The District reserves the right to negotiate price, discounts, final terms and conditions, and/or any relevant factors prior to award.

VI. SCOPE OF WORK AND PERFORMANCE REQUIREMENTS

A. Term of RFP Award

It is anticipated that the awards resulting from this solicitation will be from April 1, 2025 through June 30, 2030.

This is a multiple-year, performance-based contract. The awarded vendor's performance is critical to the success of the contract for the full term. To ensure the level of performance is satisfactory, the District may utilize periodic reviews related to contractual requirements and professional expectations. The District has the right to terminate the Contractor for cause. In the event that the Contractor is not meeting the requirements of the contract, the District may choose to counsel the company and its lead personnel. If after counseling the performance has not improved, the District has the right to terminate the contract in whole or in part for cause and the District may utilize all remedies available under law and/or by contract terms, which may include debarment of the Contractor from future awards.

The District will use the objective criteria specified within to review proposals and will select multiple providers that meet the requirements of the RFP. If selected, individual firms will be included in a catalog of approved program providers, which is maintained by the Contract & Procurement Services department. The number of awards will vary depending on the overall evaluation results.

B. Term of Service Agreement Award

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, with renewal options for up to four (4) additional one (1) year periods. Renewal is subject to approval by AISD Board of Trustees. AISD reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew. 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. Once all renewal options are exhausted, the contract must be rebid.

C. Requirements for Professional Development and Training Services

The following describes the service requirements that selected vendor(s) will be required to perform. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in loss of evaluation points. As a K-12 entity of the state, the District also has to consider the content of the offering and whether the offering meets the mission, vision and strategic goals of the District. The District reserves the right to reject or disqualify any vendor response that is in conflict with the State of Texas and/or District-established standards. This solicitation and awards are intended for services, but supplies related to the performance of the services may be considered if applicable.

1. Submissions from qualified companies, organizations, and individuals may include development / training services that support any of the following:
 - Professional developments services to be provided to AISD teachers, staff, administrators, students and/or families, must be aligned to District's strategic plan, current initiatives and adhere to the standards set by the Department of Talent Development;

- Provide researched based literacy support and training for teachers to enhance teaching and learning opportunities that support District curriculum and campus improvement plans;
 - Provide clearly articulated focus and research based instructional strategies aligned to the District's curriculum documents and Texas Essential Knowledge and Skills;
 - Provide methods and materials to engage students, specifically focusing on drop-out prevention, educational motivation and inspiration through literacy and role playing;
 - Provide differentiated instructional strategies to meet the needs of students in various grades and at different instructional levels;
 - Support the development of higher level thinking skills;
 - Support the development and use of varied assessments;
 - Demonstrate writing opportunities for students and teachers;
 - Support the work of teacher groups in preparing documents, materials, and presentations;
 - Support development of materials for future professional learning opportunities;
 - Develop expertise related to sheltered instruction and cooperative learning opportunities;
 - Help organizations build a stronger brand through customer experiences;
 - Gather customer service expectations/experiences from an organization's stakeholders;
 - Disaggregate data to inform the organization on the types of training needed;
 - Design customer service training aligned to the organization's culture, which allows the organization's culture to flourish;
 - Offer resources or tools to evaluate customer service post-training;
 - Provides customer service training to K-12 or public organizations preferred
2. Vendor background experience may include:
- Advanced degree in education or related work experience preferred;
 - Demonstrated success in working with adult learners;
 - Demonstrated success in working with at risk education students through classroom instruction or counseling;
 - Experience in delivery of professional staff development/training;
 - Demonstrated ability to facilitate work groups;
 - Excellent oral and written presentation skills;
 - Experience in writing educational materials;
 - Knowledge of the Texas Essential Skills and Knowledge and State of Texas Assessments of Academic Readiness (STAAR) exams.
 - Adherence to technology standards and other best practices for technology integration.
 - Expertise in communicating and working with a wide array of education stakeholders including departmental staff, principals, teachers and parents.

D. Continuous Solicitation – Multiple Award – General Information

This solicitation is considered a "Continuous Solicitation - Multiple Award". This type of solicitation and award provides AISD the means to provide the District end users an opportunity to identify and purchase items or services that best fits their needs through various awarded vendors while meeting the state's competitive bidding requirements.

The District reserves the right to use other purchasing methods to meet its needs if it is determined the needs can best be met through other procurement processes, specifically if the expenditure for a specific program warrants a more formal competition.

1. Continuous Solicitation

The term "continuous" means that the closing date for submitting a response can be a date equal to or near the term end of the potential awards. Vendors are encouraged to submit responses as soon as possible. As proposal responses are received or on a periodic basis, they will be opened, evaluated, and either accepted or rejected by the district, based on the criteria outlined within the request for proposal. Awards will be made throughout the open period of this solicitation and will be made upon acceptance of a proposal response. The respondent's point of contact will be notified of the district's decision via written notification.

2. Multiple Award

The term "multiple award" means awards will be made to multiple vendors during the solicitation offering period. If awarded, firms will be included in a catalog of approved vendors, which is maintained by the Contract & Procurement Services department. There will not be a hierarchy or tier level to the awards.

3. Intent of the Awarded Contract

To receive an award, the respondent must provide the services identified in this solicitation. If not, no award will be made and the response rejected.

4. Notice of Award / Non-Award

Recommended vendors will receive a Notice of Award. A vendor shall not perform services for AISD without a fully executed agreement and the issuance of a Purchase Order. Non-awarded vendors will receive a "Notice of Non-Award" via email.

5. Service Agreements

An AISD Service Agreement will be issued to a vendor at the discretion of each individual campus or department requesting services. If awarded, vendors are expected to provide a quote to each campus / department detailing the deliverables and pricing for specific events based on the vendor's proposal approved pursuant to this RFP. Purchase orders will be issued by each school or department to cover the services requested.

If an Agreement is issued, the vendor will receive the document via email for electronic signature using the DocuSign routing system. Once complete, vendors will receive an executed copy of the service agreement via email. Agreements issued as a result of this RFP do not guarantee any minimum amount of service or payment.

6. Purchase Orders

Once a Service Agreement is fully executed, the vendor will receive a purchase order (PO) for services that have been scheduled for the individual campus. Awarded

vendor(s) shall not schedule or perform any service for the District, unless a District-issued purchase order has been issued. No orders shall be placed by District personnel without a purchase order. If the vendor provides service to the District, without first receiving an AISD purchase order, the District will not be responsible for payment.

7. Invoicing and Payment Guidelines

- Once a Contractor is selected to provide services, they will need to sign a Service Agreement issued by the campus or department. Once the agreement is fully signed, they will receive a Purchase Order and be paid by submitting invoices to the campus or department requesting services. To ensure prompt payment, a copy of the invoice, referencing the Purchase Order number should also be emailed to Account Payable at AP_Invoices@austinisd.org
- Each invoice must contain an accurate description of the services provided, including the date(s) of services, campus location, etc.
- A Contractor vendor will be compensated by AISD for services actually performed and satisfactorily rendered in accordance with contract requirements and in accordance to the District Comptroller's published Accounts Payable schedule. Typically, payment is net 30 days after receipt of accurate and verifiable invoice. Mileage and travel expenses will not be reimbursed by AISD.

8. Availability of Funds

Any agreement resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the AISD Board of Trustees or otherwise not made available to the District.

9. Use of Federal Funds

This solicitation is issued utilizing the guidelines presented in the *Code of Federal Regulations* (CFR), [2 CFR 200](#). As such, the awarded contracts can be used by the departments or campuses with federal funds. Some federal programs will require quotes as normal procedure. This allowance is based on the awarded vendor remaining active in SAM.gov and not being suspended or debarred by the federal government.

10. Dollar Limits per Purchase or in Aggregate

Though an award of a contract to a respondent will meet the State's competitive bidding requirements, the District must also consider its fiduciary responsibility of ensuring the best interest of the District is met with every purchase. As such, larger, high-dollar purchases will be discouraged from utilizing a multiple award contract without some further competition such as multiple quotes from multiple awarded vendors. The District reserves the right to determine what is considered an acceptable limit for a purchase before quotations are necessary. This dollar limit will be considered an internal procedure and is not contractual for the awarded vendors. If it is determined that quotes will be required, the District does not guarantee any awarded vendor the right to be contacted for a request or submission.

The District may also consider that the annual aggregate dollar amount for a specific category of purchases warrants its own solicitation and award vendor(s) based on the competitive advantages the District will receive from a more formal procurement

method. If so determined, the District will notify the currently awarded vendors of the change. The District will allow for purchases to continue through the current contract award until an award has been made for the new solicitation. The originally awarded vendors will be notified of the cancellation date of the previous award and no more purchases can be allowed for the category through the original contract.

11. Conflict of Interest

- *Employee Relationship*

In reference of AISD policies CH (LOCAL) *Purchasing and Acquisition*, and DBD (LOCAL) *Employment Requirements and Restrictions*, all proposers must disclose the name of any AISD employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. Failure to provide such information may be grounds for disqualification of the response or cancellation of a contract resulting from this request.

- *Employment Restrictions*

Any person who has been employed as a full-time employee of the District may not perform services for the District for compensation as a vendor or consultant or on behalf of a vendor or consultant for 12 months after the termination of the person's employment relationship with the District. This restriction does not apply to former employees who are hired as classroom teachers, campus-based professional employees, or campus principals. AISD Policy DBD (LOCAL)

12. Contractor Access to Students - Criminal History Background Checks

The awarded individual Contractor, Contractor's staff or Subcontractors may come into direct contact with students, in a one-on-one capacity, while performing their services on District campuses. Contractor must ensure that there is no criminal history record that would prevent the Contractor from working in the District's facilities and directly with students whether in person or online. As such, the following must be followed by the awarded proposer:

- Individuals that will come in contact with students as defined by State of Texas statute shall be fingerprinted and the person's national criminal history record information researched to determine the individual's criminal history.
- Contractor is directly responsible to obtain all required criminal history record information through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas ("FACT").
- The cost of the background checks is the responsibility of the Contractor.
- Contractor must ensure that national criminal history record certification is filed with the District. Contractor may only be present at district campuses or may provide online services once the criminal history process (including Exhibit C.1. forms and fingerprinting) has been properly completed and approved. For more information, please refer to AISD District Policy CJA (REGULATION) and CJA (LEGAL).
- If, during the term of the Contract the State of Texas changes or implements new laws related to criminal history information, or the District changes or implements new policies or guidelines for contractors that will have contact with students, the Contractor will be subject to such changes.

13. Insurance Requirements

The Contractor shall provide proof and maintain the following insurance coverage applicable to liability which could be incurred in conjunction with providing services to the district.

The Contractor is required to carry the following insurance coverages:

- General Liability (minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate). This policy should cover injury of a participant and include the following provisions: waiver of subrogation, endorsement to provide Austin ISD as additional insurance, and notice of cancellation.
- Sexual Molestation & Child Abuse (SAM) endorsement of \$100,000 minimum (either specifically stated as included as part of General Liability or purchased separately in addition to the General Liability policy).
- Full Malpractice Coverage: professional liability coverage at a minimum limit of \$1,000,000 to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under a contract.
- Workers' Compensation: coverage should be consistent with statutory benefits outline in the Texas Worker's Compensation Act Section 401. The minimum policy limits for Employer's Liability are \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit, and \$500,000 bodily injury by disease each employee. The company's policy shall apply to the State of Texas and include a waiver of subrogation in favor of Austin ISD.

A current, industry-standard ACORD Certificate of Insurance (COI) for each of the above policies shall be delivered to the AISD before any work is started. Certificates shall be sent to the AISD Contract & Procurement Services office at each change or renewal during the term of the contract.

If transporting Austin ISD students, the vendor must have Automobile Liability as follows: Owned, Non-Owned, Hired or Rented with \$1,000,000 Single Limit and Additional Insured in favor of Austin Independent School District. Questions about the district's insurance requirements should be directed to the Office of Risk Management.

VII. APPENDICES AND ATTACHMENTS – FOR REFERENCE

- **Appendices** (for reference purposes only - included in this RFP document)
 - Appendix 1 – Purchasing and Acquisition Vendor Relations Policy CHE-LOCAL
 - Appendix 2 – AISD Policy and Provisions

- **Required Forms (Signature Required)**

(MUST be uploaded under Requested Information – REQUIRED FORMS)

- Bid Certification
- Notification of Criminal History of Contractor
- Debarment, Suspension, and Ineligibility Certification
- Conflict of Interest Questionnaire (CIQ) – **electronic submission only**
- Edgar Certifications Addendum for Contract Funded by U.S. Federal Grant

- **Vendor Proposal Response**

(MUST be uploaded under Requested Information – PROPOSAL RESPONSE ATTACHMENTS)

Appendix 1
Purchasing and Acquisition: Vendor
Disclosures and Contracts
Policy CHE-LOCAL

PURCHASING AND ACQUISITION
VENDOR DISCLOSURES AND CONTRACTS

CHE
(LOCAL)

**Contacting Board
Members and
District Personnel**

Vendors and vendors' representatives shall not contact Board members or District personnel 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 and the Superintendent shall be notified of possible violations and actions taken.

**Vendor's
representative**

"Vendor's representative" shall mean an employee, partner, director, Board member, or officer of a potential vendor or consultant, lobbyist, actual or potential subcontractor of a vendor, or any other individual or for-profit organization acting through or on behalf of any person seeking an award on behalf of a group of interested individuals or members.

District Personnel

"District personnel" shall mean the Superintendent, assistant superintendent, associate superintendent, chief, officer, executive director, principal, department head, director, manager, project manager, or other District representative who has influence on or is participating in the evaluation or selection process for a competitive procurement.

**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 a vendor's representative and a Board member or District personnel is prohibited.

The Superintendent may invoke the restricted contact period any time for any existing or anticipated procurement of goods or services.

***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. Provide information that would help determine the scope of work, strategic direction, technical specifications, or evaluation.

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tion criteria of a project in a manner that limits fair and open competition;

3. Advance the interests of the vendor;
4. Discredit the response of any other vendor;
5. Encourage the District to reject a response by a bidder;
6. Convey a complaint about the solicitation; or
7. Directly or indirectly ask, influence, or persuade a Board member, or District personnel, 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:

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 a vendor conference;
7. Communication with the District's Office of Contracts and Procurement Services for the purpose of the District's evaluation of the bidder's proposal;
8. Communications with the District to negotiate the scope of work, or engage in contract negotiations and review and prepare the contract;

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CHE
(LOCAL)

9. Communication with the District for the purpose of making a public presentation to the Board; and
10. 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.

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.

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(LOCAL)

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.

**Contract Terms and
Conditions**

A contract shall specify a term and shall not state that it may be renewed automatically. Renewals in one-year increments up to five years may be provided.

Appendix 2

Policy and Provisions

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 Texas Association of School Board's (TASB) website <https://pol.tasb.org/Home/Index/1146>. 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 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. 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."

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, Policy CH (Legal)*

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

"Bids and proposals may be withdrawn prior to the scheduled time for opening. Bids and proposals received after the specified time shall not be considered. The public and all proposers shall be invited to attend the bid or proposal opening. Competitive sealed proposals shall be opened at the time specified." *Policy CH (Local)*

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

Austin ISD
Contract and Procurement Services
4000 South IH-35 Frontage Road
Austin, Texas 78704

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

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), Policy CH (Legal)

Required Contract Provision

"A district may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it does not boycott Israel and will not during the term of the contract. *Gov't Code 2270.002" Policy CH (Legal)*

Required Vendor Disclosures

"The Texas Ethics Commission shall adopt a conflict of interest questionnaire that requires disclosure of a vendor's business and family relationships with a district. *Local Gov't Code 176.006(b)*

A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the district and:

1. Has an employment or other business relationship with a local government officer of the district, or a family member of the officer, described by *Local Government Code 176.003(a)(2)(A)*;
2. Has given a local government officer of the district, or a family member of the officer, one or more gifts with the aggregate value specified by *Local Government Code 176.003(a)(2)(B)*, excluding any gift described by *Local Government Code 176.003(a-1)*; or
3. Has a family relationship with a local government officer of the district." *Policy CH (Legal)*

Disclosure of Interested Parties

"A district may not enter into a contract that requires an action or vote of the board before the contract may be signed, or has a value of at least \$1 million, or is for services that would require a person to register as a lobbyist under Chapter 305, with a business entity unless the business entity submits a disclosure of interested parties to the district at the time the business entity submits the signed contract to the district. *Gov't Code 2252.908" Policy CH (Legal), Gov't Code Chapter 305.*

Required Form – Certificate of Interested Parties (Form 1295)

The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics



Commission (TEC) that includes a list of each interested party for the contract of which the contracting business entity is aware; and a written, unsworn declaration subscribed by the authorized agent of the contracting business entity as true under penalty of perjury that is in substantially the form set out in *Government Code 2252.908(e)(2)*. *Gov't Code 2252.908(e); 1 TAC 46.5(a)*

Encouragement of Small, Local, and HUB Firms' Participation

"The district shall attempt to include and encourage bids from small and local firms, as well as firms owned or operated by minorities or women. The District shall also promote and encourage race and gender neutral measures to ensure equal opportunity in contracting." *Policy CH (Local)*

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)*

Additional Provisions

1. Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance

A. *Membership.* Austin ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA) www.txctpa.org, an alliance of over 120 public school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

B. *Adoption of Awarded Contracts.* In support of this collaborative effort, all awards made by Austin ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either the awarded vendor or the adopting CTPA member district to participate unless both parties agree. Upon mutual agreement of both parties to engage under the terms of the original contract, the vendor agrees to provide the contracted goods and services at the same or better contract pricing and purchasing terms established by the originating district. Minor modifications to the scope of work of the original contract may be allowed to accommodate the adopting district's needs, as long as such modifications are directly related in nature to the original contract.

C. *Document Sharing between Members.* To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.

D. *Adopted Contract Management.* The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no

responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.

2. Interlocal Agreements with Government Entities

Adoption of Awarded Contracts. 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, all awards made by Austin ISD may be adopted by other government entities, i.e. state agencies, local governments and school districts. By adopting a contract from another government entity, the adopting entity has met the competitive bidding requirements established by the *Texas Education Code, Section 44.031(a)(4)* and as required by the adopting entity's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating entity.

Adopted Contract Management. The adopting government entity shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating entity shall have no responsibilities under the new contract agreement.

3. Contracts with Vendors Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization prohibited.

Pursuant to *Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153*, Austin ISD is prohibited from entering into a contract for goods and services with a vendor that is on a list prepared and maintained by the Comptroller of the State of Texas as identified under Section 806.051 (companies with business operations in Sudan), Section 807.051 (companies with business operations in Iran) or *Section 2253.153* (companies known to have contracts with or provide supplies or services to a foreign terrorist organization).

4. Debarment, Suspension and Ineligibility

Pursuant to *Texas Government Code, Chapter 2155.077*, Austin ISD shall not solicit offers from, award contracts to, and consent to subcontracts with vendors and its principals that are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

5. Compliance with Gov't Code 552.372

The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this bid or contract if it is valued at more than \$1 million. The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance."