



Request for Proposals
20CSP037 Instructional Assessment and Learning Management Software for Career and Technical Education

Date	Event
December 17, 2019 December 24, 2019	Dates of public notice
January 3, 2020	Due date for questions by 5:00 pm
January 6, 2020	Questions and answers posted on our website
January 16, 2020	RFP opening / due date at 2:00 pm CST
TBD	AISD Board meeting for review/approval

Deliver Sealed Proposals to: Austin ISD Contract & Procurement Services 4000 South IH-35 Frontage Road RECEPTION DESK – 4TH FLOOR Austin, Texas 78704	Contact: Anita Muscarella Senior Procurement Specialist Phone: 512-414-9800 anita.muscarella@austinisd.org
--	--

- Questions must be submitted via e-mail to the contact person listed above. **In the e-mail subject line, type: Questions 20CSP037 IMS for CTE**
- Q & A and addenda will be posted on our website: www.austinisd.org/cp/bids
- **Proposals are due no later than 2:00 pm on the date indicated.** Your proposal must be delivered by mail or hand delivery in a sealed envelope or carton. Proposals received after the specified time shall not be considered.
- **Please submit the following:**
 - Required**
 - One (1) hard copy marked “original” – include signed “required” forms
 - Requested**
 - One (1) digital copy on a flash drive – include signed “required” forms
- FAX, e-mail or other electronic proposals will not be accepted.
- **Proposals must be plainly marked with:**
 - **Name and address of the respondent**
 - **RFP number and title above**

Checklist and Submission Guidelines

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

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

Understanding the Proposal

Completed

- Read entire RFP document, appendices and attachments
- Review AISD Policy and Provisions on our website: <https://www.austinisd.org/cp/forms>
- Attend pre-proposal conference (not required)
- Submit questions properly before deadline
- Review addenda, Q&A and other additional attachments
- Review Proposal Format section of RFP

Forms

Completed | Required

- | Bid Certification
- | Notification of Criminal History of Contractor
- | Debarment, Suspension and Ineligibility Certification
- | Conflict of Interest Questionnaire (CIQ) – electronic
- | Strategic Partner Profile
- | EDGAR Vendor Certification
- | Software Vendor Certification Form

Submitting the Proposal

Completed

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

Table of Contents

Section I	Introduction
Section II	Historically Underutilized Business (HUB) Program Requirement
Section III	Proposal Format
Section IV	Initial Review of Proposals
Section V	Competitive Selection / Evaluation
Section VI	Scope of Service and Performance Requirements
Section VII	Appendices and Attachments

I. INTRODUCTION

The Austin Independent School District (hereinafter referred to as “AISD” or the “District”) is seeking proposals from qualified vendors experienced in creating online platforms for e-Learning, online learning environments and web-based curriculum. The district is requesting a comprehensive, integrated, full-featured platform designed for web-based online learning. The program would be accessed by students both during and outside of the regular school day, and/or while attending alternative opportunities outside the regular school setting.

Vendors must be able to provide professional development and training in a variety of formats to teachers and staff overseeing programs, modules and curriculum offered. Core and elective courses must align with State of Texas Essential Knowledge and Skills (TEKS), AISD 6C’s, and accessible to all learners. The selected vendor program will be implemented across all AISD high schools, middle schools, and alternative campuses serving students.

II. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS

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

III. PROPOSAL FORMAT

A. Preface

The Contractor shall provide an executive summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal.

B. Proposal

The vendor’s proposal itself shall be organized in the following format and informational sequence:

Section I – Summary of Experience

This section shall contain the full name and address of the contractor submitting the proposal and a brief summary of the contractor’s experience and individual experience for personnel who will provide this product or service.

Section II - Scope of Service

A description of services and capabilities as outlined in the Scope of Service and Performance Requirements sections of this RFP, in the order shown. Clearly state any exceptions taken to the specifications of this RFP, or any conditions of the proposal.

Section III - Financial Proposal

This section shall contain a straightforward, concise delineation of the contractor's fees to satisfy the requirements of this RFP. It is the contractor's responsibility to specify all costs (i.e. administrative fees, processing fees, etc.) associated with providing the products or services required herein.

Section IV – References

References are to be from government agencies and/or firms, which are substantially serviced by the vendor (references most similar to Austin ISD should be provided). Each reference must contain the reference's name, address, telephone number, and point of contact (including email address). A list of at least three (3) references from current customers must be provided.

C. Required Forms

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

Contractor shall execute the following required forms included in this RFP document and return the **signed original** with the proposal:

- Bid Certification
- Notification of Criminal History of Contractor
- Debarment, Suspension and Ineligibility Certification
- EDGAR Vendor Certification
- Software Vendor Certification Form

- Conflict of Interest Questionnaire (CIQ). The CIQ is prepared by the Texas Ethics Commission, in compliance with Chapter 176 of the Texas Local Government Code. The form should be submitted on-line at [Conflict of Interest Questionnaire - CIQ](#).

IV. INITIAL REVIEW OF PROPOSALS

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

Responsive

In order for a proposal to be responsive:

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

Responsible

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

V. COMPETITIVE SELECTION / EVALUATION

- A. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the offeror submitting the lowest priced proposal. Award will be made to the firm submitting the best responsive proposal satisfying AISD’s requirements, price and other factors considered.

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.

- B. The district anticipates that the evaluation process may include multiple levels of evaluation, as for example, but not limited to:

Phase 1: Initial review of the proposal by the district’s evaluation team.

Phase 2: Interviews and/or presentations of top proposals from Phase 1, followed by administrative review of finalist(s) and award recommendation.

PHASE 1

Points	Item	Detailed Description
30 Points	Proposed Plan	The adequacy and completeness of the plan offered addressing the Scope of Service.
40 Points	Contractor's Capabilities	The demonstrated ability of the contractor to provide services, including references.
30 Points	Financial Proposal	Purchase price is reasonable and appropriate given the scope of proposed plan.

- C. The committee evaluating the proposals submitted in response to this RFP may require any or all contractors to give an oral presentation in order to clarify or elaborate on their proposal as well as to provide a demonstration. Upon completion of oral presentations or discussions, contractors may be requested to revise any or all portions of their proposals and submit a best and final offer (BAFO) for consideration.
- D. If the district determines that additional evaluation steps are required to determine the best value between Contractors, the district reserves the right to consider any or all of the following additional criteria; the proposed price, contractor’s experience, references and record for responsibility, or any other relevant factor that the district deems necessary to determine best value.

VI. SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS

Term

The agreement(s) resulting from this solicitation will be in effect for an initial term of one (1) year from the date of award by the Board of Trustees, or such date established by the agreement. The parties by mutual consent may renew the agreement for up to four (4) additional one (1) year periods. In addition, the district reserves the right to extend the contract for an additional time beyond the final expiration date if necessary to ensure no lapse in service.

General Requirements

1. Provide a platform for concurrent online access to multiple courses across different schools that can deliver curriculum to up to 20,000 students at the same time.
2. Clear vision for personalized learning and the connection of blended learning as a strategy for achieving a personalized experience for learners.
3. Provides and operates from a clear framework for best practices in the classroom that connects to how to best integrate the use of technology.
4. Provides and operates from a clear framework for district and school-wide change that honors the many different entry points, other initiatives, and levels of use of technology at elementary, middle, and high schools.
5. Demonstrated success establishing and providing on-going support for model schools through all phases of change.
6. Provide web-based/online portal that can be securely accessed via the Internet from any location enabling individual students to join a course from their own campuses and still interact with the teacher / other students.
7. Provide a multi-user platform with custom portals for each user type. User types portals should include dedicated portals for CTE/School District level, Principal, Teacher, Student and Course Designers. Each user type should have access to permissions at each level to access information of the lower levels.
8. Provide capability to host instructional materials that are engaging and include several types of media such as video, audio, graphics, interactive activities, simulations and online resources in one place for each lesson vs. in traditional folders
9. Provide tools to embed all activities w/ Social and Emotional Learning components.
10. Provide the ability to generate monthly reports by campuses.
11. Provide access to webinar trainings for teachers and staff.
12. Provides CTE access to all instructional material and curriculum content generated for each course by course designers and edits generated by teachers across the district, for best practice curriculum development, training and knowledge base documentation
13. Provide CTE the ability to create new courses for deployment district wide such that any teachers can use in the classroom to teach, including lessons, assignments, quizzes
14. Reporting for CTE on every teacher on course completion against the original course content

15. Provide CTE access to teachers' progress of course material completion across the school district by school and course
16. Provide CTE & teachers their own interface to add speakers and mentors for virtual and/or face to face interactions to enhance student ownership of their learning in a course
17. Teacher-friendly interface that allows for customization and edits of lesson plans uploaded into the learning environment. Teachers would retain ownership of lesson plans for future use.
18. Provide the ability for teachers use the edits of a course for their following semesters and new school years
19. Provide teacher interface to publish lesson plans for students' view out of the entire course library of lessons for each class period
20. Provide teachers the interface to add lessons not taught (but planned) to future lesson plans
21. Provide teachers the ability to pull questions tied to only the lessons they have taught, automatically generate, edit, activate, auto grade and report on quizzes for class periods based on only the lessons they have taught in each class period
22. Provide measurement of the 21st century skills through 6cs tagging for every lesson
23. Cumulative reporting across class periods, schools and teachers for CTE for each 21st century skill measured by district, by school
24. Provide CTE tools to view revisions of instructional content at the district level for each course to empower training of evolving pedagogy
25. Reporting for every teacher by course on quality of instruction in accordance with 21st century skill compliance
26. Provide teachers the ability to build the master library of questions tied to every lesson
27. Provide teachers reports on student login activity by time, class period
28. Provide teacher reports on student participation through the use of digital notes and discussion forum for each lesson
29. Provide teachers the ability to place students in different groups in each class period for every grading period and shuffle them at any time so that they can learn how to develop the 21st century skills tied to workforce readiness such as inclusion, work with diverse teams, increased accountability, ownership, communications, project management, citizenship and character.
30. Provide teachers the ability to create logins for substitute teachers and assign them lesson plans
31. Provide teachers the ability to schedule speakers for a particular lesson plan for a specific class period
32. Provide teacher the ability to add a supply list w/ costs for goods and categorize them by lesson plan
33. Provide teachers the ability to view upcoming homework and quizzes for each class period through the notifications for a quick overview, all in one page
34. Provide teachers the ability to view/approve/respond extension request from students for homework and quizzes
35. Provide teachers the ability to view/respond to group changes by students

36. Provide teachers the ability to correspond through a messaging tool to groups, students, any users they can see in the platform and vice versa
37. Provide teachers the ability to view all lesson plans as modules in a dynamic environment that they can change the order of easily through a drag and drop feature vs. a linear single scroll view
38. Provide teachers a single dashboard to view the following in each of their class period: progress in the course, participation data of students in each class period; overview of submissions data
39. Provide teachers to ask for student feedback for every lesson plan activity
40. Provide teachers the ability to create quizzes based on only what they taught in their classrooms
41. Provide a user-friendly interface for teachers to add/edit multi-media assets that can be organized in the same space as the lesson for easy delivery to students
42. Provide teachers the ability to create personalized learning pathways by student.
43. Provide teachers the ability to search by specific student expectations, locate preferred content, and assign content to specific students based on individual need.
44. Provide courses that include options for teachers to adapt learning activities to accommodate individual student's needs.
45. Provide courses that include options for teachers to adjust reading levels to accommodate individual student's needs.
46. Provide adaptive assessment tool that allows teachers to diagnose student's individual learning needs, assign specific lessons, and re-adjust student's learning pathway and course plan based on assessment results.
47. Provide teachers the ability to view student progress, past performance, student login history, and other detailed information on student use.
48. Provide students their own reports by each of the 6Cs
49. Provide a user-friendly interface for students to view all published lessons by their teacher irrespective of their geographic location
50. Provide collaborative tools for students to work in groups and communicate with each other to develop 21 century skills tied to workforce readiness
51. Provide Units and Lessons in print format for students that require this accommodation.
52. Provide tools that support teacher-student-mentor communication within the platform
53. Provide student feedback tools per lesson tied to reports in real-time to analyze engagement and effectiveness of instructional content
54. Provide a norm-referenced achievement test that measures a student's reading level, 6C's level and subject matter skills using adaptive testing programs.
55. Provide students the ability to review past performance, engagement and strengths in each of the 6cs/21st century skills and self-assess their progress.
56. Provide the ability for students to view their progress in a course based on submissions, activity participation and comments in a snapshot
57. Provide the ability for students to view their 21st century skills (6Cs) performance in addition to their grade performance
58. Provide the ability for students to provide feedback on every lesson plan they are taught

59. Provide the ability for students to message their peers and teachers, mentors, speakers
60. Provide the ability for students to submit quizzes and homework
61. Provide the ability for students to ask for extensions
62. Provide the ability for course designers to create course content through easy to follow steps of formatting the content into lesson plans modules with all the individual multimedia assets tied to each activity and marked with 21st century skills
63. Provide the ability for course designers to create questions for each lesson plan activity marked with the 6Cs
64. Provide the ability for course designers to create supply lists, teacher instructions, assignments, quizzes tied to lesson plan activities
65. Provide the ability for course designers to view adoption data
66. Provide the ability for course designers to view revisions in the course content
67. Provide the ability for principals to view teacher performance by course
68. Provide the ability for principals to view student 6C reports
69. Provide the ability for principals to generate comparison reports for their courses between school years
70. Provide the ability for principals to message all users in their school
71. Firms, immediately upon acceptance to oral presentation phase, will, at no cost to the District, provide AISD evaluation team members temporary access (Sandbox environment) to all aspects of the proposed system for online viewing and quality/functionality assessment. Firms must provide detailed instructions, with relevant screenshots, on how evaluators log-in and maneuver within the system and ensure uninterrupted Sandbox access 24-hours/day, 7-days/week, throughout the duration of the evaluation period.

Courseware Specifications

1. Provides school districts support for their courseware in three ways:
 - a) Select a license from one of a catalog of courses
 - b) Co-develop a course with us to add revenue for the school district
 - c) Create their own course
2. Premade licensed courses include curriculum with the following:
 - a) Lesson Plans with all supporting multimedia assets such as worksheets, instructions for the students and teachers, questions tied to each activity, and 21st century skills mapping
 - b) Quizzes
 - c) Assignments
 - d) Question Bank
 - e) Reporting on effectiveness of engagement, 21st century skill markers and overall performance, TEKS compliance
3. Provides tools for school districts to create their own courses to standardize quality of instruction.
4. Provide collaborative tools to work on course creation together between a group of content creators and curriculum designers for courses.

5. Provide tools to incorporate improvements year after year and maintain the quality of instruction across all schools, for all teachers of a course
6. Courses in the catalog include:
 - a) Principles of Health Sciences
 - b) Intro to Culinary Arts
 - c) Principles of Business, Marketing, and Finance
 - d) Fundamentals of Computer Science
 - e) Principles of Human Services
 - f) Lifetime Wellness and Nutrition
 - g) Principles of Construction
 - h) Computer Programming I
 - i) Principles of Hospitality & Tourism
 - j) Principles of Applied Engineering
 - k) Business Information Management
 - l) Principles of Manufacturing

Hardware and Software Specifications

1. The system is compatible and works on Mac, Chrome, and PC operating systems. If the proposed program is not compatible with any of these systems, please clearly state this information.
2. The system is based on HTML5.
3. If the system requires Flash, it must be clearly stated together with both the unique settings required for functionality and any known incompatibilities for devices.
4. All or some of the modules may be purchased.
5. The system is fully integrated, using a single, common database and application for all.

Technology Specifications

1. All functionality of the system can be accessed at any workstation on the district's wide area network with a standard browser (Internet Explorer, Mozilla Firefox, Apple Safari, Google Chrome).
2. The district can make any portion of the platform available via the Internet for home and/or community access.
3. The system does not require any client applications to be installed on the workstation.
4. The system does not require the use of Terminal Services on either workstations or servers to support the delivery of any application functionality to the browser.
5. The system does not require ActiveX controls or installation of Java Virtual Machine on the workstations.
6. The system can function within a Microsoft IIS or Apache Web Server environment.
7. The system can support integration with Microsoft Active Directory or LDAP for user authentication and roles.
8. The system can work in a proxy server environment.

9. The system includes support for an automated interface with existing district enterprise systems where needed. The district ERP system is Bolt. The student information system is TEAMS (Prologic).
10. The system requires no additional hardware or software purchases beyond the hardware/software system requirements outlined by the vendor.
11. The system requires no local application programming in order to become operational.
12. The system provides for reports in a PDF format, CSV, and other Excel formats.
13. The system provides for HTTPS support in all functions where usernames and/or passwords or other confidential data is transmitted.
14. The system provides for single sign on support via Security Assertion Markup Language (SAML) or similar authentication protocols, and vendor must provide a support narrative describing level of support.
15. The system provides for integration with AISD's identity and access management system to support secure single sign on in all functions where usernames and/or passwords are transmitted, and vendor must provide a support narrative describing level of support.
16. All firms must provide a technical contact for AISD to discuss or ask questions regarding specification responses.

Data Storage

1. Data Storage Data must be stored on a secure AWS server with backup and recovery systems in place with access available for extract and download as needed.
2. Data Storage adheres to district DNS policies in regards to staff and student data.

Data Accessibility

1. The system will provide a web-based interface for accessing data, metrics, and reports.
2. Web Based System Utilizing SSL - The system must use Thin Client with screen refresh rates comparable to high speed internet performance (2.5 seconds or less).
3. All Web pages must be accessed solely through a secure HTTP connection (HTTPS).
4. The Web-based interface will provide standardized and custom query reporting capabilities on any identified basis and by multiple time frames (daily, weekly, monthly, yearly). Software must have the ability to create, store, and rerun custom queries/reports.
5. The web-based interface will allow the export of reports and raw data to a Microsoft Excel compatible format and directly to Adobe Acrobat.

VII. APPENDICES AND ATTACHMENTS (included within this proposal)

- Appendices
 - Appendix 1 – Purchasing and Acquisition Vendor Relations Policy CHE-LOCAL
- Attachments
 - Austin ISD Policy and Provisions
 - Bid Certification
 - Notification of Criminal History of Contractor
 - Debarment, Suspension and Ineligibility Certification
 - Strategic Partner Profile
 - EDGAR Vendor Certification

**Contacting Board
Members**

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

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

**Restricted Contact
Period**

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

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

*Prohibited
Communications*

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

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

*Permissible
Communications*

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

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

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

*Other Vendor
Participation and
Communication*

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

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

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

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

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

Policy and 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'](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, 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)*

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

Austin ISD

CTPA ["www.txctpa.org"](http://www.txctpa.org)

TPA 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 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 district.

C. 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.

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).

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.

BID CERTIFICATION

The undersigned Bidder (Contractor), by signing and executing this bid, certifies and represents to the Austin Independent School District that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by § 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Austin Independent School District concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Austin Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Austin Independent School District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

FIRM NAME _____

PHONE _____ EMAIL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNED BY _____ TITLE _____

PRINTED NAME _____ DATE _____

NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

Statutory citation is found in the Texas Education Code §44.034.

Subsection (a): A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b): A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

Subsection (c): This section does not apply to a publicly held corporation.

I, the undersigned officer or agent for the contractor named below, certify that the information concerning notification of criminal history of contractor has been reviewed by me and the following information furnished is true and correct to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

Check only one of the following:

- My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- My firm **IS NOT** owned nor operated by anyone who has been convicted of a felony.
- My firm **IS** owned or operated by the following individual(s) who has/have been convicted of a felony.

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

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

Signature of Company Official: _____

DEBARMENT, SUSPENSION AND INELIGIBILITY CERTIFICATION

Statutory citation is found in the U.S. Office of Management and Budget Circular A-102, 2 CFR 11 Part 215, and Federal Acquisition Regulation Subpart 9.4

Federal agencies, state agencies, and local governments, including the Austin Independent School District, shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only. OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*, Section 1 (d), requires that Austin ISD shall not award a contract to a contractor, or consent to a subcontract with a contractor, that is debarred, suspended, proposed for debarment, or otherwise declared ineligible.

“Contractor” means any individual or other legal entity that – (1) Directly or indirectly submits offers for or is awarded a Federal Government or Austin ISD contract or a subcontract under a Federal Government or Austin ISD contract; or (2) Conducts business, or reasonably may be expected to conduct business, with the Federal Government or Austin ISD.

A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards shall not be made to contractors that are listed on the Federal Government Excluded Parties List. Ref: 2 CFR 11 Part 215

Contractors submitting a bid or proposal in an amount expected to equal or exceed \$25,000 shall certify that neither their organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

I, the undersigned officer or agent for the contractor named below, certify that neither this organization nor principal officers and agents nor subcontractors are debarred, suspended, proposed for debarment, or otherwise declared ineligible by a Federal agency.

VENDOR’S NAME: _____

Authorized Officer or Agent: _____

Printed name of company official signing above:

Date Signed: _____

**Austin Independent School District
Strategic Partner Profile**

Business Information

Legal Business Name: _____

Tax ID Number: _____

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

County where you are registered: _____

What is your commodity _____

How does your business support public education: _____

Legal Status to do Business in Texas

Ownership: _____

Registered with the State Comptroller of Public Accounts: _____

Registered with the Secretary of State: _____

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

Certification with whom: _____

Disadvantaged Business Enterprise (DBE) Certification: _____

Minority Owned: _____

Woman Owned: _____

Physical and Mailing Addresses

Corporate Headquarters: _____

Offices Located in Texas: _____

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

Address to Mail PO's _____

Contact Information

Sales Contact Name _____

Sales Contact Phone Number _____

Sales Office Email _____

Headquarters Phone Number _____

Email Address to send PO's to _____

Fax Number to send PO's to _____

Website _____

Miscellaneous

DUNS Number _____

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

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

EDGAR CERTIFICATIONS

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

(NON-CONSTRUCTION CONTRACTS)

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

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

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

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

_____ Initials of Authorized Representative of Vendor

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

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

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

_____ Initials of Authorized Representative of Vendor

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

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

_____ Initials of Authorized Representative of Vendor

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

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

_____ Initials of Authorized Representative of Vendor

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

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

_____ Initials of Authorized Representative of Vendor

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

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

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

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

Initials of Authorized Representative of Vendor

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

Initials of Authorized Representative of Vendor

II. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Initials of Authorized Representative of Vendor

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

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

Initials of Authorized Representative of Vendor

IV. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

Initials of Authorized Representative of Vendor

V. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Initials of Authorized Representative of Vendor

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

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

_____ Initials of Authorized Representative of Vendor

VII. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

_____ Initials of Authorized Representative of Vendor

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

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

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

Vendor's Business Name: _____

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

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Phone Number: _____ **Email Address:** _____

Signature of Authorized Representative: _____ **Date:** _____

Software title: _____

Software Vendor Certification Form

Vendor name: _____

1. Is the software browser based? If yes, please list which browsers and versions are compatible. Yes No

2. Does a client need to be installed on a (local) device? If yes, what type of device can run your software without limitations? (List system requirements) Yes No

3. Which devices are supported? iPad Android tablet Chromebook Apple OS device Windows device

4. Does any other software need to be installed on a (local) device, including plug-ins? If yes, please list the software and version needed. Yes No

5. Are there any browser add-ins or software that need to be installed? If yes, please list additional installations required. Yes No

6. Please attach a narrative describing your level of support for each of the specifications below:
a. The system provides for single sign on support via SAML or similar authentication protocols.
b. The system provides for integration with AISD's identity and access management system to support secure single sign on in all functions where usernames and/or passwords are transmitted.
c. If the product is a learning application, common cartridge is acceptable. If the materials are available with common cartridge, please clearly state whether:
1) Materials are also available online: Yes No
2) Materials available online are an additional purchase: Yes No
d. If the product is a learning application, it is preferred that the solution integrate with AISD's learning management system (LMS). AISD's current LMS is Canvas. Vendor must provide details regarding their level of integration with Canvas, i.e., what data and how it is passed back if using an LTI.

7. Please provide a technical contact for AISD to discuss or ask questions regarding specification responses.

Name: _____ Phone: _____

Email: _____

8. Is there additional content used by your application that needs to be accessed from other domains (i.e. youtube, vimeo, etc.)? If yes, then please list all domains where content is located. Yes No

9. Does your product require an AISD server to host the software? If yes, then please list hardware and software specifications for the AISD server. Yes No

10. Is your product based on HTML5? If it is not, please list your roadmap for it. Yes No

11. Please select which plug-in your product uses. List unique settings required for functionality and any known device incompatibilities. Flash Java

12. Are there any features in addition to those available on OS, incorporated into this software for people with disabilities? If yes, please list and explain. Yes No

13. Does AISD need to upload data to set up users? If yes, please attach data elements and data definition of files needed. Yes No

I hereby certify that the responses in this form are accurate.

Signature of Company Official: _____ Date signed: _____

Printed name of company official signing above: _____

AISD Sponsor/Requestor: _____ Department: _____

Phone: _____ Email: _____