AUSTIN Independent School District | Contract and Procurement Services

Request for Proposals
25RFP027
Youth and Family Enrichment Programming Services

Continuous Solicitation - Multiple Award

OPENING # 2

Proposals will be accepted continually through the close date of May 30, 2029, 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. *Firms that currently have been awarded under Youth & Family Enrichment Programming RFPs **21RFP095, 21RFP102, 22RFP076, 23RFP018, 23RFP081, 24RFP035 (Opening 1 and 2), 25RFP027 (any previous Opening)** do not need to respond to this RFP unless your scope of work has changed. Any awards made under these previous RFPs will remain in effect and unchanged, per the terms of those RFP's and any subsequent agreements that may have resulted.*

Date	Event
September 17 & 24, 2024	Dates of public advertisement
April 30, 2029 (continuous)	Deadline for questions submitted in Bonfire platform by 2:00 pm CST
May 30, 2029 (final opening)	**RFP final response deadline at 2:00 pm CST**

Contact:

Anita Muscarella
Coordinator Procurement Services
Contract & Procurement
Phone: 512-414-9800
Email: anita.muscarella@austinisd.org

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
- ☐ Attend pre-proposal conference (optional)
- ☐ Submit questions properly before deadline
- ☐ Review addenda, Q&A and other additional attachments
- ☐ Review Proposal Submission section of RFP

Required Forms

Completed

- ☐ Bid Certification
- ☐ Notification of Criminal History of Contractor
- ☐ Debarment, Suspension and Ineligibility Certification
- ☐ Strategic Partner Profile
- ☐ Edgar Certifications Addendum for Contract Funded by U.S. Federal Grant
- ☐ Conflict of Interest Questionnaire (CIQ) – online electronic submission
- ☐ Form W-9 Request for Taxpayer Identification Number and Certification

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") has an ongoing need district-wide for youth and family enrichment programming services. Austin ISD seeks to expand its list of awarded firms/vendors/contractors from which to obtain these services. Based on the annual, aggregate districtwide expenditures for youth and family enrichment programming contracted 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 youth and family enrichment programming services. This list is made available district-wide to all AISD campuses and departments.

Enrichment programming for youth refers to an array of safe, structured programs that provide children from kindergarten through high school with a range of supervised activities intentionally designed to encourage learning and development during and outside of the typical school day. Programs will occur before, during and after school, on the weekends, during school holidays, and in the summer. Qualified individuals/firms include those experienced in providing enrichment classes or services on campuses in the following four areas: **Academic Assistance**, **Enrichment, Family Engagement, and College and Career Readiness** (see 'Attachment A: AISD Four Component Activity Guide'). Austin ISD may, at its sole discretion, add or delete services.

Enrichment programming for families refers to adult support services and activities that support and help to increase the participation of parents in the students' educational experience. Services may include the following: Adult literacy, ESL, technology, job training, health and wellness, parenting, and/or parent-child learning opportunities.

This is a continuous solicitation. Proposals will be accepted continually through the close date of **May 30, 2029**, 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 ATTACHMENTS – Vendor shall upload the completed documents listed below through the Bonfire electronic procurement platform under **Requested Information (PROPOSAL RESPONSE ATTACHMENTS).**

1. **Upload Proposal Response Form**
2. **Upload Optional Attachments** – Upload any additional documents to supplement your response.

B. REQUIRED FORMS – The forms listed below are required to be completed, signed, and submitted (uploaded in Bonfire under **Requested Information (REQUIRED FORMS.)** Links are provided for the online CIQ and the W-9 below. Failure to submit required forms may result in the vendor being deemed not responsive.

- Bid Certification
- Notification of Criminal History of Contractor
- Debarment, Suspension, and Ineligibility Certification
- Edgar Certifications Addendum for Contract Funded by U.S. Federal Grant
- Strategic Partner Profile
- Form W-9 Request for Taxpayer ID Number and Certification (available at www.irs.gov)
- 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-responsible or any proposal determined non-responsive will not be evaluated further. The vendor/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 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 and as such, award will not necessarily be made to the respondent submitting the lowest priced proposal. Award will be made to the firm submitting the best responsive proposal satisfying AISD's requirements, price and other factors considered.

B. 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**
The District will evaluate the initial response documentation from the respondent based on the criteria listed below. All criteria is considered "Pass/Fail" and will have no weighted value. A "Pass" will allow for the response to be considered further, where a "Fail" will remove the response from consideration. To be awarded, a respondent must receive a "Pass" on all criteria below.

- **Submittal**: All required forms and information was provided with the response.

- **Intent**: The respondent demonstrated the ability to meet the requirements of a Texas K-12 school district, and the type of youth and family enrichment services the District intends to purchase through the contract award.

- **Pricing**: All applicable pricing, rates, discounts, etc., have been provided and are appropriate for the District's use.

- **Quality of Services and Experience:** Key factors for award may include the following: vendor experience, availability, alignment with the TEKS, ability to serve limited English proficient students (LEP), curriculum, lesson plans, staff development, staff education and program evaluation (evidence that activities will increase participant educational experience). References provided by the respondent are appropriate and may be used for evaluation.

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

The following describes the service and performance requirements that the selected vendor (s) will be required to meet:

A. Term of RFP Award – Performance Based

It is anticipated that the award resulting from this solicitation will be **date of award through June 30, 2029.**

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.

B. Requirements for Youth and Family Enrichment Programming 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 non-award. 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.

***This RFP is NOT intended for the following services or products:**
Tutoring services, print or cloud-based curriculum programs, print or digital instructional materials, test preparation materials, workbooks, books, computer software programs, instructional supplies, general classroom supplies or equipment.

Austin ISD is seeking qualified companies, organizations, and individuals to provide options for enrichment programming experiences in school and throughout the community.

The following describes the service and performance 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 a loss of evaluation points.

1. AISD seeks to provide enrichment activities and classes for youth at all grade levels. This includes before, during, after school, summer recess, vacation days, and weekends, that:

    a. Provide opportunities for academic enrichment, to help children, particularly students who attend low performing schools, to meet State and local student academic achievement standards in core academic subjects, such as reading, math, and science.

    b. Offer students a broad array of additional services, programs, and activities, such as youth development activities, drug and violence prevention programs, counseling programs, art, music, physical education and fitness programs, and technology education programs that are designed to reinforce and complement the regular academic program of participating students.

2. AISD plans to offer family and parental support services and activities that support and help to increase the participation of parents in the students' educational experience. Services may include adult literacy, ESL, technology, job training, health and wellness, parenting, and/or parent-child learning opportunities

3. AISD envisions a system of programs that are coordinated and aligned with the Texas Essential Knowledge and Skills and the AISD Curriculum Roadmap. AISD programs must provide opportunities for academic improvement that include the provision of instructional services to help students meet state and local standards. Students enrolled in the programs should experience the activities that are different but connected to the school day.

4. All respondents should provide high quality and clearly articulated expectations for students' development and achievement. Programs will focus on measurable outcomes related to school success and youth development, which may include some of the following Critical Success Factors:

   - Improved academic achievement
   - Improved school day attendance
   - Improved behavior
   - Improved graduation rates
   - Improved promotion rates
   - See "Attachment B" for chart of Child and Parent Support Critical Success Factors

5. Respondents should demonstrate that all proposed programming is based on research showing that effective enrichment programs are those that are based on identified student and family needs, aligned to school-day activities, adapt instruction to individual and small group needs, provide engaging learning experiences, maximize student participation and attendance, and use assessments of program performance to improve program quality. Such high-quality programs are an integral part of the pipeline to graduation and college success.

6. All Out of School Time (OST) proposed services and activities should be designed based on research about what works in OST programs – primarily research from the Department of Education's "What Works" Clearing House publication *Structuring Out-of-School Time to Improve Academic Achievement* and research about family engagement from the Harvard Family Research Project. AISD uses an evidence-based assessment tool developed by the Weikart Center for Youth Program Quality (YPQ) and trains all afterschool staff and contractors on best practices for activity development and implementation.

   Respondents for Out of School Time (OST) programs should participate in the YPQ initiative by agreeing to assessments and training offered by AISD. In addition, all of the proposed project's family engagement activities are based on the national parent involvement standards established by the National PTA, including: 1) regular, two-way, meaningful, communication between home and school; 2) promotion and support of parenting skills; 3) active parent participation in student leaning; 4) parents as welcome volunteer partners in schools, 5) parents as full partners in school decisions that affect children and families, and 5) outreach to community resources. AISD will take a coordinated approach to engaging families so that those most in need will have multiple points of entry into the continuum of services available through this program.

7. All respondents are expected to supply instructors, curriculum, unit and lesson plans, materials and supplies for the proposed activities.

8. All respondents should demonstrate their capacity to serve English Language Learners (ELL) students in the district. Currently, 28.1% of AISD students are classified as ELLs.

C. Submission Response in Bonfire Platform

Vendors / contractors are invited to apply to this opportunity by submitting the following for consideration by the Student Support Services department:

- **PROPOSAL RESPONSE FORM**
  Include a description of experience, qualifications, and cost summary applicable to the requirements for performing the services related to this RFP.

- **REFERENCES**
  References are to be from people who are most familiar with the contractor's work. Each reference must contain the reference's name, address, telephone number, and e-mail address. A list of at least three (3) current references must be provided, including a reference from a relevant customer or appropriate supervisor.

- **ADDITIONAL DOCUMENTATION**
  As necessary, a respondent may provide additional documentation to support their response. This is to be uploaded as Requested Information in Bonfire.

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.

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.

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.

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.

Evaluation of the Responses. The evaluation process for this solicitation will be reviewed by the appropriate District staff to ensure awards are made in accordance with the requirements of the solicitation. The evaluation will be done on a pass/fail basis (see *Evaluation Criteria* for further information).

- Awards. If the respondent's response meets the requirements of the solicitation, the respondent will be notified electronically of such award.
- Rejection of Response. If the respondent's response is rejected, and based on the reason for the rejection, the respondent may be able to provide the missing information, documentation, or other action(s) necessary, for re-consideration by the District. Rejection for not meeting the intent is a final decision. The District shall be the sole determinate of the acceptance or rejection of a response.

Pricing Summary.
Respondent shall provide a summary of the pricing proposed. 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. Proposer may upload separate pricing document(s) if necessary.

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.

Service Agreements.
If awarded, vendors are expected to provide a quote to each campus / department detailing the services and pricing for specific events based on their proposal submitted and approved pursuant to this RFP.

An AISD Service Agreement will be issued to a vendor at the discretion of each individual campus or department requesting services. 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.

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.

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.

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.

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.

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 cancelation date of the previous award and no more purchases can be allowed for the category through the original contract.

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)

Contractor Access to Students - Criminal History Background Checks.

It is anticipated that the awarded individual Contractor, Contractor's staff or Subcontractors will come into direct contract 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.

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

- **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

- **Proposal Response Attachments**

  (must be uploaded in Bonfire under Requested Information – PROPOSAL RESPONSE ATTACHMENTS)

  3. **Upload Proposal Response Form**
  4. **Upload Optional Attachments** – Upload any additional documents to supplement your response.

- **Required Forms**

  (must be uploaded in Bonfire 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**
  - Strategic Partner Profile
  - Edgar Certifications Addendum for Contract Funded by U.S. Federal Grant
  - Form W-9 Request for Taxpayer Identification Number and Certifications

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

5 pages including this cover page

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 evalua-

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;

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.

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.

AUSTIN Independent School District | Contract and Procurement Services

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."

ATTACHMENT A: AISD Four Component Activity Guide

Academic Assistance	Enrichment	Family Engagement	College and Career
Services and activities that support all educational areas as needed to promote student achievement and success in their school experiences. Programs should create exciting intrinsic motivation to sustain constant student participation.	Services and activities that provide positive social, cultural, recreational, interpersonal skills and experiences to enrich and expand students' understanding of life and involvement in the community.	Services and activities that support and help to increase the participation of parents in the students' educational experience.	Services and activities that promote workforce awareness, job and/or college readiness, skills training, preparation for the workforce and assistance in the attainment of employment and/or funding for college.
Academic skills Academic Student Clubs Accelerated and remedial education activities Computer literacy Computer Science Creative writing Credit Recovery Support activity Critical Thinking Skills Educational Field Trips Essay writing Forensics Homework check/completion Engineering activities Expanded Library services Homework clubs Language (ESL LEP) Literacy programs Math activities Natural Science Note taking skills Number Sense activities Poetry Writing Workshops Portfolios Problem solving skills Reading program/clubs Reading Workshops Remedial activities Robotics School related planning Science activities Service learning projects Social studies activities Speech/Debate Spelling Bee activities Study skills activities TAKS preparation Technology activities Telecommunications Test taking skills Typing Writing Workshops	Arts & crafts activities Bullying/anti-bullying Character building Clubs Community service projects Computer games / enrich technology Conflict resolution Cooking classes Counseling/guidance Creative arts Dance/drama/music clubs Engineering activities Fashion show First aid/CPR classes Fitness Games (physical/outdoors) Gang awareness Goal setting Graffiti clean-up Health Issues Leadership training Life skills Martial arts/self defense Mentoring Motivational activities Music Nature walks/picnics Nutrition/eating habits Peer mediation Pregnancy/parenting awareness Problem solving skills Recreational activities Red ribbon week activities Relationship skills Safety awareness Sign language training Sports activities Student clubs & meetings Teen parent groups	Adult education Assist with application for employment College awareness College financial aid Computer literacy Employment fair Employment skills training Family counseling/supportive guidance Family literacy programs Financial Education Household budgeting/banking Mailing Meeting PAPA (teen parents) Parenting education (pregnant/parenting teens) Parent employment resources Parent orientations Parent support group Parent surveys Parent transportation Parent volunteers Parent/family events & activities Parent/student TAKS nights Parenting/life skills classes Phone calls to parents PTA/PTO night Relationship building with child	Baby Sitter/CPR certification Business environment Career clubs Career counseling Career days Career development activities Career exploration Career fairs Career field trips College admissions assistance College awareness-prep College career goals College course enrollment College days/events/fairs College entrance exams College financial aid assistance College life prep College needs assessment College professor meeting College test application College test prep College tours/field trips Computer literacy Concurrent enrollment Critical Thinking Skills Scholarship application Scholarship information Engineering activities FAFSA Financial planning Internships Dress for success Dual credit Entrepreneurial activities Goal setting Job placement Job recruitment Job referral Mock interviews Resume assistance School to careers activities Time management skills training Vocational training

ATTACHMENT B: Youth and Parent Support Critical Success Factors

OUTCOMES: Improve Academic Performance, Improve Attendance, Improve Behavior, Increase Promotion Rates, Increase Graduation Rates				
Critical Success Factor #1: **Student and Family Engagement**	Students and families actively participating and engaged in learning Students and families displaying leadership roles, volunteering to participate and lead activities	Increased student and family attendance in afterschool programs Students mentoring other students Students and families facilitating activities <u>Measurement Tool</u> Instructor surveys/self-assessment Principal/Project Director survey Observation/on-site visit	Utilize innovative instructional techniques for academic and enrichment activities based on research and best practices	Curriculum/Lesson Plans
Critical Success Factor #2: **School Involvement**	Students increased sense of involvement in school	Number of students participating in extracurricular activities Increased number of mentors <u>Measurement Tool</u> Student/Family surveys Teacher surveys	Provide adult advocates, based on student need and in accordance with best practices	Number of meetings with students Number of contacts made with families, teachers, school day staff
Critical Success Factor #3: **Assessment Data**	Use of assessment data to revise/reevaluate student services	Changes in student activities following re-assessment <u>Measurement Tool</u> Document analysis of program files Observation/on-site visits	Conduct ongoing/continuous assessment to determine need and improve targeted services	Methods of assessment: pre/ post-tests, needs assessments, case plans, etc.
Critical Success Factor #4: **Professional Development Impact**	Implementation of strategies learned through training Noticeable difference in educational instruction (teaching methods)	Changes in methods of instruction based on training Measurement Tool Self-assessments Supervisor assessments	Provide all required training opportunities for staff development	Number of trainings Schedule of trainings Staff sign-in sheets Participant surveys