

# AMARILLO INDEPENDENT SCHOOL DISTRICT



**Request for Proposals Number: 3710-26.03 –**

## **CAREER AND TECHNICAL EDUCATION (CTE) STUDENT GROWTH ASSESSMENT AND TEACHER INCENTIVE ALLOTMENT SUPPORT AND IMPLEMENTATION SERVICES**

Request for Proposals will be received in the Office of Moses Zuniga, Director of Procurement, 7200 Interstate 40 West, Amarillo, Texas 79106-2598 until June 29, 2026 at 2:00 P.M. FOR **CAREER AND TECHNICAL EDUCATION (CTE) STUDENT GROWTH ASSESSMENT AND TEACHER INCENTIVE ALLOTMENT SUPPORT AND IMPLEMENTATION SERVICES**. In lieu of submitting a hardcopy response, proposals may also be submitted online through Bonfire, by the stated deadline.

This Solicitation Response Form **MUST** be used in submitting your Proposal.

The enclosed TERMS AND CONDITIONS apply to all Proposals unless otherwise stated in writing. Section A-H make up the Agreement. Section I and J are the proposal instructions and evaluation criteria. See Section I for the required proposal submittals.

### **SOLICITATION RESPONSE FORM**

To: Amarillo Independent School District  
Attn: Moses Zuniga, Director of Procurement  
7200 I-40 West  
Amarillo, TX 79106-2598

From: \_\_\_\_\_

_____	_____
Name of Proposer/Proposer's Business Entity	Address
_____	_____
Area Code and Telephone Number	City/State/Zip
_____	_____
Area Code and Fax Number	E-mail Address
Email to Submit Purchase Orders: _____	



I, the undersigned, as the owner or legally authorized representative of the above-named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the General Proposal Terms and Conditions contained herein, and that if accepted by the Amarillo Independent School District, all of the provisions are part of a binding contract between the Amarillo Independent School District and our company. I, also, certify that this proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same contract, and is in all ways fair and without collusion or fraud. Also, by returning a signed proposal you agree that the District may call you for quotes on items not contained within this proposal.

\_\_\_\_\_  
Owner or Legally Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECTION A - TABLE OF CONTENTS**

<b>TABLE OF CONTENTS (Note: Agreement = A-H)</b>					
<b>(X)</b>	<b>SECTION</b>	<b>DESCRIPTION</b>	<b>(X)</b>	<b>SECTION</b>	<b>DESCRIPTION</b>
<b>X</b>	<b>A</b>	Table of Contents	<b>X</b>	<b>F</b>	Administrative Information
<b>X</b>	<b>B</b>	Supplies or Services and Prices/Costs	<b>X</b>	<b>G</b>	Clauses
<b>X</b>	<b>C</b>	Specifications/SOW/Summary of Work	<b>X</b>	<b>H</b>	List of Attachments
<b>X</b>	<b>D</b>	Delivery, Shipping, Packaging and Marking	<b>X</b>	<b>I</b>	Instructions to Proposer
<b>X</b>	<b>E</b>	Performance Period and Payment Information	<b>X</b>	<b>J</b>	Evaluation Factors for Award

**SECTION B - SUPPLIES OR SERVICES AND PRICE / COSTS****SECTION B - TYPE OF AGREEMENT**

This is a Firm Fixed Discount Agreement between the officially awarded proposer (hereinafter "Vendor" or "Proposer") and Amarillo Independent School District (hereinafter "AISD" or "the District").

The Vendor shall furnish all personnel, facilities, equipment, material(s), supplies, and services except as may be expressly set forth in this Agreement, and otherwise do all things necessary for, or incident to the performance of providing the requirement as outlined in Section C, Specifications/Statement of Work/Summary of Work.

**SECTION B - PRICE/SCHEDULE**

Except as otherwise expressly provided, the price shall be paid to the Vendor based upon (the Price Schedule attached hereto as Attachment A).

**SECTION B – PRICE INCREASES**

Price(s) are to remain firm through the base agreement period. Price change requests shall be supported by evidence of increased costs to the Vendor. AISD will not approve price increases that will merely increase the gross profitability of the Vendor at the expense of AISD. Price change requests shall be a factor in the agreement extension review process. AISD shall determine whether the requested price increase or an alternate option is in the best interest of AISD. Price increases in the extension year may not exceed CPI or two percent (2%), whichever is lower.

**SECTION B – TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Agreement, the Agreement 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 District or otherwise not made available to the District. The District's payment obligations are payable only and solely from funds appropriated and available for the purpose



of the purchase. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any goods/services provided but unpaid shall be returned to Vendor. AISD will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. AISD will use reasonable efforts to ensure appropriated funds are available.

**END OF SECTION B**

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**SECTION C – SPECIFICATIONS/SOW/SUMMARY OF WORK**

SECTION C - The Specifications/SOW/Summary of Work entitled “**SOW AND PRICING Attachment A**,” is made part of this Agreement.

**END OF SECTION C**

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**SECTION D – DELIVERY, SHIPPING, PACKAGING, AND MARKING**

**SECTION D - DELIVERY**

Tailgate deliveries to school locations are not acceptable unless directed so by the AISD Procurement Department.

Delivery shall be made during normal working hours unless prior approval has been obtained from the District.

Deliveries under terms of the Agreement will be in accordance with the dates indicated. Failure to meet delivery dates may result in removal from the approved bidders/vendors list or may result in the District’s non-acceptance or rejection of goods received pursuant to the purchase order at no liability to the District. Delivery of purchased items in good condition will be the Vendor’s responsibility and no delay in receipt of replacement items will be contingent upon claim adjustment by carrier. All goods are subject to inspection and return at the expense of the Vendor if found to be inferior to those specified.

The delivery date and/or date of installation AFTER receipt of a purchase order will not vary from a vendor’s offer. In its acceptance of any offer, the District is relying on the promised delivery date and/or installation as material and basic to its acceptance, unless otherwise indicated. In the event the Vendor fails to deliver as and when promised, the District reserves the right to cancel its accepting order, any part thereof, and Vendor agrees that the District may return all or part of any shipment so made, and may charge the Vendor with any loss or expense sustained as a result of such failure to deliver as promised.

The Vendor shall immediately notify the Procurement Representative on any actual or anticipated delay in delivery.



#### **SECTION D - PACKAGING**

Packaging of materials or reports for mail or commercial transport shall be in compliance with all applicable Federal, state and local laws, regulations, and sound business practices unless otherwise specified.

#### **SECTION D – DELIVERY TERMS**

All shipments shall be F.O.B. AISD.

#### **SECTION D - MARKING**

Each package, report or other deliverable shall be accompanied by a letter or other document which:

- A. Identifies the Agreement or Purchase Order number under which the item is being delivered.
- B. Identifies the deliverable item number or report requirement which requires the delivered item(s).
- C. Shall meet the requirements as specified herein.

#### **SECTION D - DROP SHIPMENTS**

Shipments made for item(s) from another location other than the manufacturer or the distributor with whom the Agreement is issued must contain, as a minimum, the following information:

- a. Packing slip describing the contents of the shipment;
- b. The supplier's name, address and phone number;
- c. The name of the Vendor contracted with AISD; and
- d. Original AISD purchase order or contract number.

Failure to meet the requirements herein could result in a delay in payment and/or cause for rejection of the shipment at the expense of the Vendor.

**END OF SECTION D**

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### **SECTION E – PERFORMANCE PERIOD AND PAYMENT INFORMATION**

#### **SECTION E – TERM OF AGREEMENT / DELIVERY DATE**

The term of this Agreement shall be [Notice of Award – June 30, 2027](#).

#### **SECTION E – TERM OF OPTIONS**

The District, at its sole discretion, shall have the following Options to extend the period of performance to purchase additional services/supplies. The District may extend the term of this Agreement by written notice to the Vendor prior to the expiration of the Agreement.



After the initial term of the Agreement, the Agreement may as set out below upon written confirmation by an authorized representative for the District be extended.<sup>1</sup>

OPTION NO.	PERIOD OF PERFORMANCE
1	July 1, 2027 through June 30, 2028
2	July 1, 2028 through June 30, 2029
3	July 1, 2029 through June 30, 2030

#### SECTION E - INVOICING INSTRUCTIONS

- A. Vendor shall submit an invoice upon completion of each Pay Item, and reference the Agreement / Purchase Order Number, ONLY one number per invoice. The work to be paid for under any Pay Item is fixed in this Agreement and shall be the amount due and payable in accordance with Section B and the applicable measurement for payment provisions of the Agreement. No invoice shall be processed and paid which is not completed as stated.
- B. Invoices shall be sent to the following address:  
Amarillo Independent School District  
Attn: Accounts Payable  
7200 I-40 West  
Amarillo, Texas 79106  
  
Or by email address to the following: [accountspayable@amaisd.org](mailto:accountspayable@amaisd.org)
- C. Upon proof of satisfactory performance, AISD will approve Vendor's invoice.
- D. AISD will pay Vendor Net 30 Days after a proper invoice is submitted and approved.

#### SECTION E – PAYMENT

AISD's methods of payment include ACH or credit card only. AISD will contact any new vendor that is awarded a contract to obtain ACH information.

#### END OF SECTION E

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### SECTION F – ADMINISTRATIVE INFORMATION

#### SECTION F - SUBCONTRACT MANAGEMENT

Vendor is responsible for the management of its subcontractors, suppliers and vendors with visibility through the lowest tier of subcontractors. The Vendor shall ensure that each lower tier subcontract contains all applicable specifications, special requirements, and clauses needed to comply with the requirements of this Agreement.

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<sup>1</sup> Renewal of this contract (if applicable) will be in accordance with the Texas Local Government Code Section 271.903 concerning the non-appropriation of funds for multi-year contracts. The District reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

**SECTION F – CORRESPONDENCE PROCEDURES**

To promote timely and effective administration, correspondence (except for invoices and reports) shall be subject to the following procedures:

- A. Other Correspondence. All correspondence, other than technical correspondence, shall reference the Agreement number, if applicable, and be addressed to AISD's Procurement Representative. The mailing address is as follows:

Amarillo Independent School District  
7200 Interstate 40 West  
Amarillo, TX 79106  
Attn.: **Moses Zuniga** (Director of Procurement)  
Telephone: **(806) 376-1173**  
Email: [moses.zuniga@amaisd.org](mailto:moses.zuniga@amaisd.org)

**SECTION F - NOTIFICATION OF DEBARMENT/SUSPENSION STATUS**

During the performance of this Agreement, the Vendor shall provide immediate notice in writing to AISD's Procurement Representative in the event of the Vendor being placed on the "List of Parties Excluded from Federal Procurement and Non-Federal Procurement Programs," published by the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)), or upon receipt of a notice of proposed debarment.

**SECTION F – ASSIGNMENT OF AGREEMENT**

The Agreement shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of AISD. Any attempted assignment or delegation by Vendor shall be void and ineffective for all purposes unless made in conformity with this paragraph.

**END OF SECTION F**

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**SECTION G - CLAUSES****SECTION G - CLAUSES INCORPORATED BY REFERENCE**

All articles, clauses and documents marked by an "X" are incorporated by reference, apply to this Agreement and have the same force and effect as if they were given in full text. In the event the incorporated documents have a place for the Vendor to acknowledge, sign and date, the signed document becomes an attachment to this Agreement.

Description	
<input type="checkbox"/>	Access to AISD Property (AISDP-0001) (if onsite services)
<input checked="" type="checkbox"/>	EDGAR Certifications (AISDP-0002) (for federal funds)
<input checked="" type="checkbox"/>	Central Texas Purchasing Alliance Cooperative Purchasing (AISDP-0003)



- ☒ Agreement to District Solicitation Provisions (AISDP-0004)
- ☒ Representations & Certifications (AISDP-0005)
- ☒ Conflict of Interest Questionnaire (AISDP-0006)
- ☒ Felony Conviction Notification (AISDP-0007)
- ☐ Criminal History Background Check Certification (AISDP-0008)
- ☒ Contractor Certification (AISDP-0009)
- ☒ Resident Bidder Certification (AISDP-0010)
- ☐ COVID-19 Addendum (AISDP-0011)
- ☒ Data Privacy Addendum (AISDP-0012)

**SECTION G – GRATUITIES**

AISD may, by written notice to the Vendor, cancel the Agreement if it is found by AISD that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer, employee, or member of the Board of Trustees of AISD with a view toward securing an Agreement or securing favorable treatment with respect to the performing of such Agreement.

**SECTION G – TAXES**

AISD is exempt from Federal Excise Tax, State Tax and Local Sales Tax. Any taxes charged will not be paid by AISD. Tax exemption certificates will be furnished upon request.

**SECTION G – WARRANTY**

If applicable, Warranty is to be at least one (1) year on parts and labor. If additional warranty periods are required, they will be specifically referenced in Section C Specifications.

**SECTION G – COMMITMENT OF FUNDS**

AISD Procurement personnel are the only employees allowed to commit funds or place purchases for AISD. Failure to comply with this provision may result in non-payment for any product provided or service rendered.

**SECTION G – MSDS SHEETS & OSHA COMPLIANCE**

Any goods supplied to the District by the successful Vendor in connection with this solicitation shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event any goods do not conform to OSHA standards, the District will be permitted to refuse or return the non-conforming goods for correction or replacement at the Vendor's expense. Where materials solicited require the maintenance of, Material Safety Data Sheets (MSDS), a copy of the relevant MSDS must accompany Vendor's Proposal or must be made available prior to the award of any contract for the goods. If applicable, MSDS sheets must accompany Vendor's product and will be required with delivery of product to AISD.

**SECTION G – INDEMNIFICATION REQUIREMENTS**





Vendor shall indemnify and hold AISD harmless from all Vendor's performance or failure of performance as a result of this Agreement. Vendor shall keep AISD free and clear from all liens asserted to by any person or firm for any reason arising out of the furnishing of services or materials by or to the Vendor. AISD is precluded by Texas Laws to enter into any agreements that require AISD to indemnify or hold harmless a vendor or third party and will not agree to any such indemnification requirements.

**SECTION G – CONFLICT OF INTEREST**

According to Local Government Code, Chapter 176, a person or agent or a person who contracts, or seeks to contract, for the sale or purchase of property, goods, or services with AISD must file a completed Conflict of Interest Questionnaire with the AISD Purchasing Department. The forms must be completed whether or not a conflict exists. A conflict exists if the person or agent has a financial relationship with a Local Government Officer (LGO), or their immediate family, as defined by Chapter 176. A conflict also exists if the Vendor has given a LGO, or a member of their family, a gift or gifts with a total annual value of \$100, with the exception of food, accepted as a guest, or a political contribution as defined by Title 15, Texas Election Code. A list of Local Government Officer Members may be found by accessing the Purchasing link on the AISD web page, [www.amaisd.org](http://www.amaisd.org).

**SECTION G – FORCE MAJEURE**

The District will not be liable for any failure or delay in performing an obligation under the Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God (including but not limited to landslides, lightening, earthquake, fires, hurricanes, storms, floods, washouts, and droughts) accident, strikes, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, orders of any kind of government of the United States or the State of Texas or any civil or military authority, changes in laws or regulations, explosion, generalized lack of availability of raw materials or energy, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the District.

**SECTION G – GOVERNING LAW AND CHOICE OF VENUE**

This Agreement shall be governed by the Uniform Commercial Code. Wherever the term Universal Commercial Code is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective on the date of the Agreement. The Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Potter County, Texas. Both parties agree that venue for any litigation arising from this contract shall lie solely in a court with jurisdiction over Potter County, Texas unless agreed to in writing by authorized representatives for both parties.

**END OF SECTION G**

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## **SECTION H - ATTACHMENTS/CERTIFICATIONS/ ACKNOWLEDGEMENTS**

### **SECTION H - LIST OF ATTACHMENTS**

The following attachments are hereby referenced and incorporated into this Agreement:

ATTACHMENT A

### **SECTION H – LIST OF CERTIFICATIONS/ACKNOWLEDGEMENTS**

1. Debarment or Suspension – AISD is prohibited from spending federal funds with Vendors who have been debarred or suspended. Vendor certifies, that during the solicitation process that the Vendor is not debarred by the Federal Government. Should the Vendor become debarred by the Federal Government during the performance of this Agreement, Vendor shall notify the Procurement Representative in writing.
2. All buildings and property owned by AISD are deemed a “drug free zone”. Therefore, personnel of Vendor and Vendor’s subcontractor(s) acknowledge that no one may use, consume, carry, transport or exchange tobacco, cigarettes, e-cigarettes, alcohol or illegal drugs while in or on AISD property. Vendor shall ensure that personnel and subcontractor personnel are informed of this policy and shall Vendor that it is adhered to.
3. By signing this agreement, Vendor agrees to comply with applicable federal, state and local laws, as well as applicable AISD policy and regulation, in providing the services contemplated herein. This includes, but is not limited to:
  - (a) Vendor agrees to complete any requirements set forth in Texas Education Code Chapter 22 (relating to criminal history records and certifications) and/or related forms required by AISD;
  - (b) By signing this Agreement, and (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000.00 or more, the following certification shall apply to the extent required by law; otherwise, this certification is not required.<sup>2</sup>

Pursuant to Chapter 227 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any, (the “Vendor Companies”), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business with Israel or an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(c) In accordance with Texas Government Code, Chapter 2252, Subchapter F, AISD is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board. By execution of this Agreement,

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<sup>2</sup> On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of Chapter 2270 as it existed before the amendment in any state contract. In compliance with the Court’s order, the Owner will not seek enforcement of the current Chapter 2270 until further order of this or higher court having jurisdiction over the issue.



Vendor certifies that it is not a company on a list prepared and maintained under Texas Government Code §§ 806.051, 807.051, or 2252.153, and further hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading AISD to believe that the Vendor was a listed company at the time of this procurement.

#### END OF SECTION H

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### SECTION I – INSTRUCTIONS TO PROPOSERS

#### SECTION I - DISCLAIMER

This solicitation does not commit AISD to pay for any costs incurred in the preparation and submission of a proposal or for any other costs incurred prior to the execution of the Agreement. This solicitation shall not be construed in any manner to be an obligation on the part AISD to enter into an Agreement or any other arrangement with the Proposer.

#### SECTION I - RIGHT TO CANCEL

AISD reserves the right to cancel this solicitation, at no cost to itself.

#### SECTION I – PERIOD OF ACCEPTANCE

In compliance with this Solicitation, the Proposer agrees, if AISD accepts its proposal, within one hundred and twenty (120) calendar days from the date specified in the solicitation for receipt of offers, to furnish any or all items on which prices are offered within the time specified in Section B entitled *Supplies or Services and Prices/Costs*. Proposals offering less than one hundred and twenty (120) calendar days may be rejected.

#### SECTION I – PROPRIETARY RIGHTS

All offers submitted by Proposers become property of AISD and are subject to all state and local laws pertaining to open record requests or bids.

#### SECTION I – RESTRICTION ON COMMUNICATION

Between the **date of issuance of this solicitation and continuing through the date of award by the District's Board of Trustees**, Proposer and its employees, agents, subcontractors and representatives direct all questions regarding this Solicitation, including questions regarding the Form of Agreement, to the District Point-of-Contact or through the designated online system. Proposer and its employees, agents, subcontractors and representatives, are specifically prohibited from directly or indirectly discussing, communicating, lobbying for, or promoting its proposal to any member of the District's Board of Trustees, any member of the District's administrative staff, any member of an employee association affiliated with or representing any District employee or group of employees, any member of a District committee having responsibility for evaluation of Proposal responses or any consultant or professional retained or used by the District in connection with this solicitation. This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or proposal submitted by Vendor. **This policy is intended to create a level playing field for all**



**Vendors and ensure the integrity of the solicitation process, any violation of this provision may result in disqualification of the Vendor's response from consideration.** The District reserves the right to contact any Proposer for clarification after responses are opened and/or to further negotiate with any Proposer if such is legally permitted and deemed desirable by District. The communications restrictions above shall not apply to interaction with prohibited individuals during District-requested presentations in a duly called open meeting of the Board of Trustees.

#### **SECTION I – CHANGES DURING SOLICITATION**

A response to this Solicitation shall be considered as an offer to contract. Final negotiations on the best evaluated offer shall be conducted to resolve any minor differences and informalities. After final negotiations, AISD shall issue an acceptance of the proposal offer. Both parties prior to executing any changes must agree to all changes to the Agreement in writing. The resulting Agreement shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of AISD.

#### **SECTION I – BRAND**

Unless stated otherwise, catalog, brand name, or manufacturers' reference used in the solicitation is descriptive - not restrictive - it is intended to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. It is understood that in each case where a brand name and number is given that AISD may accept the item specified or an AISD approved equivalent. If proposing on other than reference specifications, Proposer must specify manufacturer, brand, model, etc. of article offered. IF THE SPACE PROVIDED FOR SUCH IS LEFT BLANK, IT WILL BE EXPECTED THAT PROPOSER/VENDOR WILL PROVIDE THE EXACT SPECIFIED ITEM THE PROPOSED PRICE SHOULD THE PROPOSER RECEIVE THE AWARD. Where AISD has not indicated a specific brand name or model, the Proposer shall indicate the brand name and model proposed in the space provided on the response sheet.

IMPORTANT: When submitting alternates to stated pre-qualified items, proof of equality is the sole responsibility of the Proposer. All alternates must be submitted for review and qualified by the Procurement Representative prior to recommendations to Directors.

#### **SECTION I – THIRD PARTY FINANCING/OPINION OF COUNSEL LETTERS**

Proposers who rely on third parties for financing often request that AISD's legal counsel render an opinion addressed either to the Proposer or its financier, stating, among other things, that AISD is an existing political institution, its Board of School Trustees approved the Agreement, etc., and that the Agreement is a "valid and binding contract". The AISD's legal counsel will not issue any opinion addressed to either Proposer or its financier in connection with this transaction. Counsel will, however, assist in obtaining affidavits from AISD personnel having knowledge of the facts, which can then be submitted to legal counsel representing either the Proposer or its financier.

#### **SECTION I – DISCLOSURE OF PROPOSAL DATA**

All pricing information submitted in this proposal is potentially subject to release to members of the public if requested in a public information request, unless the proposer separates said pricing information, clearly marks said information as "proprietary" or "confidential," and provides supporting legal authority for such designation. AISD, in its discretion, may (but is not required to) seek a ruling from the attorney



general regarding disclosure. All submitted pricing and information may be shared with AISD's staff, consultants, and board of trustees, and may be discussed in public board meetings, regardless of whether it is marked "proprietary" or "confidential".

#### **SECTION I – OFFER ACCEPTANCE**

AISD reserves the right to negotiate, accept, or reject any or all proposals and to waive any or all formalities, or to accept any part of this proposal deemed to be most advantageous to AISD. Negotiation may be a part of this process, therefore, the services/products provided and/or cost of services/products may be altered during the negotiation period. However, Proposers are encouraged to submit their most competitive price initially. If the scope of services/products and all other requirements are met initially, there may not be any need for negotiation with any proposer. It is the policy of AISD to purchase goods and/or services on the basis of proposal that provides the best value to the District, not low price alone. Price, quality, service, past performance of vendor/ merchandise, long term cost to the District to acquire goods or service, probability of continuous availability and suitability to purpose being the controlling factors. This Proposal is submitted subject to the existing written policies of the Board of Trustees of AISD, which form a part of the Agreement.

#### **SECTION I – WAIVER OF CLAIMS**

By tendering a proposal in response to this proposal, Proposer acknowledges that it has read and fully understands the requirements for submitting a proposal, and the process used by AISD for selecting a contractor. By submitting a proposal, the Proposer fully, voluntarily and understandingly waives and releases any and all claims against AISD and its trustees, officers, agents and/or employees that could arise out of the administration, evaluation, or recommendation of any proposal submitted in response to AISD's proposal request.

#### **SECTION I – STATE AND LOCAL TAX**

AISD is exempt from Federal Excise Tax, State Tax, and Local Tax. If it is determined that tax was included in the Proposer's proposal, the included tax will not be included in the tabulation or in any awards. Tax exemption certificates will be furnished upon request.

#### **SECTION I – PROPOSAL SUBMITTALS**

Proposals must be received by the District as set out herein, BEFORE the hour specified as the due date and time. No offer can be withdrawn after the due time without approval by the AISD Procurement Department. A proposal may be withdrawn using the process outlined in the online submission program prior to the time fixed for opening of the Proposals. Electronic submittals, when permitted, must be submitted through the Bonfire website, unless stated otherwise. **AISD does not accept faxed or email submissions. Submission of an email bid or proposal will result in the vendor/submission being disqualified for consideration.**

Hardcopy proposals must be sealed in an envelope or container, and the following shall be printed visibly on the exterior:



Title of Proposal  
Proposal # Responding Proposer is responding to  
Receipt Deadline  
Name of Proposer

Failure to follow these instructions may be cause for the Proposal not to be accepted. Proposals received late will be returned to the Proposer.

#### **SECTION I – SIGNATURE OF PROPOSAL**

Failure to manually or electronically sign a proposal may disqualify the proposal. Person signing the proposal should show title of authority to bind the Proposer to an Agreement.

#### **SECTION I – PRODUCT CONDITION**

All product bid must be new (not refurbished, etc.) unless otherwise specified. Latest model or newest technology should be bid.

#### **SECTION I – PROTEST**

AISD believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that AISD has fallen short of these goals, you may submit a protest to the AISD Internal Auditor at (806) 326-1192

#### **SECTION I - PREPARATION OF OFFERS**

- A. Any Proposer planning to submit a proposal is responsible for examining, with appropriate care, the complete solicitation documents, all amendments, and for informing itself with respect to all conditions that might in any way affect the cost or the performance of any work. Failure to do so will be at the sole risk of the Proposer, who is deemed to have included all costs for performance of the work in its offer. No relief can be given by AISD for errors or omissions contained in the Proposer's Proposal. Should the Proposer find discrepancies in or omissions from the solicitation, or should the solicitation's intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the Proposer shall promptly notify AISD's Procurement Representative in writing through [Bonfire](#). The Proposer making such request will be solely responsible for its timely receipt as stated herein by the District. Replies to such notices may be made in the form of supplementary correspondence or, as appropriate, to the solicitation documents. AISD's response to this notification will be made to ALL Proposers who have obtained the solicitation through [Bonfire](#).
- B. Each Proposer shall furnish the information required by the solicitation. The Proposer shall sign the offer and print or type its name on the Solicitation Response form. Erasures or other changes must be initialed by the person signing the offer.
- C. Proposers shall submit with their proposal a completed Agreement to District Solicitation Provisions (AISDP – 0004). Proposers shall provide a full written explanation of all exceptions taken or alterations



to the provisions of this solicitation (e.g. Terms and Conditions, specifications, statement of work, data requirements, drawings, etc.), if any, by referencing the appropriate article, paragraph or exhibit line-item number that the Proposer takes exception to and by attaching the exceptions or alterations AISDP – 0004. Exceptions or alterations may render the Proposer’s Proposal unresponsive and ineligible for award. If no exceptions or alterations are taken, Proposer shall mark the appropriate box on AISDP – 0004.

D. If Proposer’s proposal is submitted on an “all or none” basis, it must clearly state so in the proposal.

**SECTION I – QUESTIONS**

All questions concerning this solicitation must be submitted on the Bonfire web page [Bonfire](#) . Deadline for submitting questions is four (4) District business days prior to bid opening unless stated otherwise in the solicitation.

**SECTION I - PROPOSAL FORMAT AND CONTENTS**

The overall proposal shall consist of two (2) physically separate volumes individually titled as stated below. The required number of copies of each proposal volume is shown below.

VOLUME	TITLE	TOTAL COPIES REQUIRED	PAGE LIMIT
I	BUSINESS DOCUMENTS	Original Plus 1 Copies OR ELECTRONIC COPY	N/A
II	TECHNICAL PROPOSAL	Original Plus 1 Copies OR ELECTRONIC COPY	N/A

- Cover Sheet shall be included with each Volume identifying that specific Volume. If submitting hardcopy, the original copy of each Volume shall be marked "ORIGINAL".

**SECTION I – BUSINESS DOCUMENTS PROPOSAL (REQUIRED SUBMITTALS)**

The Business Documents Proposal shall include the following to be deemed a responsive proposal. AISD reserves the right to request documents not filled out below after the due date of the proposal.

- Completed Solicitation Response Form (Page 1 of this solicitation)
- Completed Attachment A, Section B Pricing.
- Completed Representations & Certifications (AISDP-0005)
- Completed Agreement to District Solicitation Provisions (AISDP-0004)
- Completed Conflict of Interest Questionnaire (AISDP-0006)
- Completed Felony Conviction Notification (AISDP-0007)
- Completed EDGAR Certification (AISDP-0002)
- Completed Contractor Certifications (AISDP-0009)
- Completed Data Privacy Addendum (AISDP-0012)
- Signed Addendums issued during the solicitation.



**SECTION I – TECHNICAL PROPOSAL (REQUIRED SUBMITTALS)**

- A. General. The technical proposal should be specific, detailed, and complete to demonstrate clearly and fully that the prospective Proposer has a thorough understanding of the requirements. The technical proposal must enable AISD's technical personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal meets the requirements of Section C, Specifications/Statement of Work. No information regarding pricing shall be provided within the technical proposal.
- B. Requirements. The technical proposal shall contain, as a minimum, the following items in accordance with Section C, Specifications/Statement of Work. These items are the basis for the technical evaluation criteria that will be used in evaluating the technical proposals. Since the technical proposal will primarily determine the capability of the Proposer to perform the tasks stated in the Specifications/ Statement of Work, it should not merely offer to perform the work in accordance with the Statement of Work but shall outline the implementation approach as specifically as possible. The technical proposal should generally follow the outline of the evaluation factors described below:

**1. DEALER QUALIFICATIONS:**

Please provide your company overview, including but not limited to the following information:

1. Number of years in business
2. Location
3. Ownership
4. Leadership

**SECTION I - COST OR PRICING DATA/COST BREAKDOWN**

AISD expects that this Agreement will be awarded based upon adequate price competition. However, in order to determine the prices are fair and reasonable, AISD reserves the right to request the Proposer provide cost or pricing data/cost breakdown to support proposed prices. Information to support unit prices should include, but not be limited to, the following:

1. Salary/wage information with associated payroll expenses, for personnel to be used in performance of the contract;
2. Cost for equipment, supplies, and consumable materials;
3. A breakout of related support costs, such as equipment maintenance, rental, transportation, etc.;
4. Overhead costs;
5. General Administrative expenses
6. Profit

If the Proposer is unwilling, in any circumstance to submit cost or pricing data or a cost breakdown, a statement to this effect shall be included in the offer.



**SECTION I – DISCLOSURE OF INTERESTED PARTIES**

Any Proposer that is to be awarded a contract with AISD that either (1) requires an action or vote by the school district before the contract may be signed, or (2) has a value of at least \$1 million, must first file FORM 1295 with the Texas Ethics Commission as per Section 2295.90 Texas Government Code. AISD will not issue a contract with the awarded Proposer until this process has been completed and formally acknowledged by the AISD Procurement Representative.

The Proposer to be awarded the contract with AISD, upon notice from the District, will need to access the Texas Ethics Commission web site, <https://www.ethics.state.tx.us>. Instructions for accessing the required document from the Texas Ethics Commission website are as follows:

- i. Select “File Reports Electronically” from the far-left hand column.
- ii. From the “File Reports Electronically” list, select “Form 1295 Certificate of Interested Parties Filing”
- iii. Next, you will need to “Log IN” to create/complete your certificate. If you require assistance, there are links to instruction videos and a list of Frequently Asked Questions (FAQ). The first time you sign in to file, you will be required to set up User ID and Password.
- iv. When filling out the information to create the “Certificate of Interested Parties”, enter the RFP number/purchase order number/cooperative contract number/etc., followed by the vendor’s name, in the “Contract ID Number” field.

Upon completion of certificate, scan a copy, and e-mail to the AISD Procurement Representative. Once the completed certificate has been received and verified, a Purchase Order / Contract will be issued.

**END OF SECTION I**

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**SECTION J – EVALUATION FACTORS FOR AWARD****SECTION J – BEST VALUE FOR THE DISTRICT**

AISD intends to make an award resulting from this solicitation to the Proposer that offers the best value to the District.

- A. Proposer should submit their best proposal initially.
- B. The District reserves the right to contact any Proposer for clarification after Proposals are opened and/or to further negotiate with any Proposer if such is legally permitted and deemed desirable by District. The communications restrictions above shall not apply to interaction with prohibited individuals during District-requested presentations, in a duly called open meeting of the Board of Trustees.
- C. AISD may at its sole discretion, (1) reject any and all offers if such action is in the best interest of AISD; (2) accept other than the lowest priced offer if it is unreasonably low; (3) waive informalities or minor irregularities in offers received; (4) to split awards, make multiple awards in any combination as it may deem appropriate and (5) elect to clarify with one or more proposers.



- D. In order to be considered responsive, Proposer must submit a complete technical and business document proposal. Should a proposer leave out a required document, the proposal may be considered non-responsive. Required submissions for the business document and technical proposal are listed in Section I.

**SECTION J – BASIS FOR AWARD – REQUEST FOR PROPOSAL**

AISD intends to award to the Proposer whose proposal is responsive to the solicitation and represents the best value to AISD. Selection of the best value to AISD will be achieved through a process of evaluating the submitted proposal against the Evaluation Criteria described herein. Proposals will be opened following the due date and time listed within this solicitation. No information will be released about the received solicitation responses until after an official award has been made. Requests for information will follow the AISD open records request process found at the following website: [https://www.amaisd.org/268946\\_2](https://www.amaisd.org/268946_2).

A. AISD will evaluate proposals using the following factors and sub-factors:

Criteria	Points
Discounts offered off of catalog(s), brochure(s) and/or price list. 38 points for discounts between 0%-10% 39 points for discounts between 10.1-29.9% 40 points for discounts > 30%	40
Reputation of vendor & vendor's goods or services Please provide 3 references from Texas School Districts (27 points) or 3 references from any other sources. (26 points)	27
Quality of vendor's goods or services	15
Extent to which the goods or services meet the District's specifications and needs	15
Vendor's past relationship with the District	2
Impact on the ability of the district to comply with laws relating to historically underutilized businesses	Zero (0) points should be allocated for this section
For a contract for goods and services, other than 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: (A) has its principal place of business in the state; or (B) employs at least 500 persons in the state	0
Evaluation of other relevant factors listed in this bid or proposals (listed below):	
None	0
<b>Total Points Possible (60 points need to become an approved Supplier)</b>	<b>100</b>

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**END OF SECTION J**