

Request for Proposals 23RFP076 Primary Care Clinic

| Date | Event |
|------------------------|---|
| January 10 & 17, 2023 | Dates of public advertisement |
| January 18, 2023 | Due date for questions submitted in Bonfire platform by 5:00 pm CST |
| January 20, 2023 | Questions and answers posted in Bonfire platform |
| January 31, 2023 | RFP opening / Vendor proposal due date at 2:00 pm CST |
| February 21 & 22, 2023 | Phase 2 Vendor Interviews / Presentations |
| April 27, 2023 | Tentative AISD Board meeting for review/approval |

Contact:

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

- Proposals received after the specified due date and time shall not be considered.
- 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/>
- Please read the instructions regarding the virtual bid opening on the following page.

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.

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 (available on the AISD website)
- ☐ Submit questions properly before deadline
- ☐ Review addenda, Q&A and other additional attachments
- ☐ Review Proposal Format section of RFP

REQUIRED Forms to Submit with Proposal

Completed | Required

- ☐ | ☒ Bid Certification
- ☐ | ☒ Notification of Criminal History of Contractor
- ☐ | ☒ Debarment, Suspension and Ineligibility Certification
- ☐ | ☒ Conflict of Interest Questionnaire (CIQ) – **electronic submission only**
- ☐ | ☒ Strategic Partner Profile

Submitting the Proposal

Completed

- ☐ Prepare the proposal in the format specified and sign all required forms
- ☐ Submit RFP through the AISD Bonfire Portal no later than the due date and time.

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I. INTRODUCTION

The Austin Independent School District (herein after referred to as “AISD” or the “District”) is seeking proposals from qualified and experienced health care providers to open and operate a year-round primary care clinic at the LBJ Early College High School (“LBJ ECHS”) campus, at 7309 Lazy Creek Drive, and will serve District staff, students, and neighbors in East Austin.

The clinic space will be approximately 3,300 square feet with a dedicated entrance and reception area, access to shared parking and signage opportunities. The final layout, design, and rent schedule will be agreed upon by AISD and the selected vendor.

AISD educates over 73,000 students and embraces 116 diverse school communities in one of the fastest growing metroplexes in the country. In partnership with our families and our community, AISD's mission is to provide a comprehensive educational experience that is high-quality, challenging and inspires all students to make a positive contribution to society. We partner with world-class universities, innovative businesses, nonprofit organizations and engaged community leaders to prepare our students for college, career, and life.

At LBJ ECHS, students are not only preparing for college tomorrow, they are attending college today. LBJ ECHS offers students the opportunity to graduate with a diploma in one hand and an associate degree in the other—at no cost to the student.

Through an exciting and innovative partnership with Austin Community College, every student—from an entering freshman to a graduating senior - can enroll in college-level classes. In addition to earning college credit, students are preparing to compete in the workforce, while saving thousands of dollars in college costs. LBJ ECHS is committed to creating opportunities to help students achieve beyond the classroom.

Students interested in a career in the health science industry can enroll in the P-TECH Pre-Health Sciences program. Health Sciences offers a comprehensive sequence designed to prepare students for the State Board Exams required to obtain a license in the healthcare field through partnerships with Austin Community College. As part of the program, students will participate in work-based learning activities that include job shadowing, internships, being mentored by an industry expert and real-world industry challenge projects. Our goal is to graduate every student enrolled in Health Sciences with a high school diploma and a guaranteed job.

This is a Request for Proposals (“RFP”), and the District will negotiate a lease agreement with the selected vendor that is in the best interest of the District. The District may extend any deadline in this RFP by placing such notification within Bonfire.

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 FORMAT

A. Preface

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

B. Proposal

The Proposer's proposal itself shall be organized in the following format and informational sequence:

Section I – Summary of Experience

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

Section II - Scope of Service

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

Section III – References

The Proposer shall submit a minimum of two (2) verifiable references. It is desired that if the Proposer has performed this type of service previously, those references be listed. It is recommended that the Proposer provide references that are similar or as closely related to this unique agreement, if possible.

Each reference provided shall include:

- Reference's Name
- Contact Person
- Address, City, State, and Zip
- Contact Person Phone Number
- Contact Person Email Address
- Project Implemented
- Brief Project Scope
- Time Frame for the Project (contract award date to implementation sign-off by reference)

C. Required Forms

Forms are required to be completed and submitted with **proposal response**. Bidders shall execute the following required forms. A link is provided for the CIQ below. All other forms can be found in the AISD Bonfire Portal for download.

- Bid Certification
- Notification of Criminal History of Contractor
- Debarment, Suspension and Ineligibility Certification
- Strategic Partner Profile
- 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 online 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 Proposer determined non-responsible or any proposal determined non-responsive will not be evaluated further. The Proposer 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 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 offeror submitting the lowest priced proposal. Award will be made to the firm submitting the best responsive proposal satisfying AISD's requirements, price and other factors considered.

Consistent with state law and district policy, this RFP does not commit the district to award a contract. The district reserves the right to accept or reject any or all proposals and/or award in whole or in part any proposal if the district determines it is in the best interest of the district to do so. 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.

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

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

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

******Proposers who are selected to advance to Phase 2 must be prepared for interviews/presentations to be held on February 21 or 22, 2023. Please reserve these dates on your calendar. ******

PHASE 1 - Evaluation

| Points | Item |
|------------------|--|
| 25 Points | Demonstrated Qualifications of the Organization |
| 25 Points | Offered Programs & Services |
| 25 Points | Approach to Operations |
| 15 Points | Past Performance, References & Previous Experience |
| 10 Points | Educational Partnership |

PHASE 2 – Optional Interview/Presentation

| Points | Item |
|------------------|--------------------------|
| 30 Points | Interview / Presentation |

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

VI. SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS

A. Term

The initial term of the lease agreement resulting from this solicitation will be in effect for ten (10) years from the date of award by the Board of Trustees, or such date established by the agreement. The parties by mutual consent may renew the lease agreement for up to four (4) additional five (5) year periods.

- B.** 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.

General Information

Austin ISD solicits responses to this RFP from health care providers interested in opening and operating a year-round primary care clinic at LBJ ECHS.

Proposer acknowledges and understands that this document provides a general description of the services to be performed and is not intended to be all inclusive. In performing the services, the vendor represents that it is familiar with the responsibilities and obligations that are required to effectively deliver these services and agrees to perform all necessary and required work to deliver health care services consistent with industry best practices and in accordance with all licensing, regulations, and professional standards.

Scope of Services

Proposer must provide a response to all questions. Proposer's response to this section shall be clearly delineated by the category and number assigned for each question and answer. The answers shall be clear and concise, and not lengthy. If Proposer does not have an answer to a question, Proposer shall state 'Not applicable' or 'Unable to perform'.

History & Experience

- Describe the nature of your organization. Please include whether you are a corporation, limited liability partnership, not-for-profit, or other.
- What is the mission of your organization?
- Please provide a brief history of your organization.
- How many locations do you currently operate?
- How many employees do you currently have?
- Please provide an organizational chart that clearly outlines supervisory reporting.
- Please provide professional resumes for key personnel and their responsibilities for the duration of the agreement. Indicate the education and professional licensing of each person as it relates.

Programs & Services

- What type of programs and services do you envision offering?
- What is the age range of patients you anticipate serving?
- How many insurance companies are on your panel?
- Are you approved to bill through Medicaid?
- What forms of payment do you accept? Please include details for those patients who are uninsured or underinsured.
- What are your standard fees for services?

Operations

- Hours.
 - What are your anticipated days and hours of operation?
 - Would the clinic be closed in observance of any holidays? Please specify.
- Staffing.
 - How will the clinic be staffed?
 - How many full-time employees and how many part-time?
- Security.
 - What security protocols do you anticipate putting in place?
 - Will you provide a security staff person on-site? Will they be armed?
 - Will you need cameras and a duress button located in the area?
- Signage.
 - What types of branding do you wish to have within the facility?
 - What type of exterior signage do you wish to have on the facade of the building?
 - Do you require any pylon or monument signage?
- Parking.
 - Describe any specific parking requirements for staff and/or visitors.
 - Do you anticipate needing to park any commercial vehicles on site?

Education Partnership

In addition to day-to-day operations, our goal is to secure a partner that will provide some or all of the following opportunities for District students:

- Host qualified students in the clinic for student clinicals.
- Open the clinic up as appropriate to students for hands-on learning experiences that are unique to LBJ ECHS (i.e. front desk/clerical, skill development in pharmacy tech, patient care and phlebotomy, taking blood pressure, reading EKG results, bedside manner lessons, etc.)
- Support classroom instruction inside the LBJ ECHS campus
- Assist LBJ ECHS staff with lesson planning that are relevant to the modern clinical setting
- Provide career talks to students about career pathways and possibilities

- Allow qualified students to participate in part-time work, internships, or other paid opportunities.

Please share any past experience your organization has with providing learning opportunities for students. Also, please respond to the above with any thoughts/ideas on how your organization may be able to partner with AISD on this objective.

C. Criminal History Background Checks

Vendor 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 Vendor. Vendor must ensure that there is no criminal history record that would prevent the Vendor or its employees from working in the District's facilities. Vendor must ensure that national criminal history record certification is filed with the District. Vendor can only be present at district campuses or may provide online services once the criminal history process (including forms and fingerprinting) has been properly completed and approved. For more information, please refer to AISD District Policy CJA (REGULATION) and CJA (LEGAL).

D. Insurance Requirements

The Vendor shall provide proof and maintain the following insurance coverage applicable to liability which could be incurred in conjunction with its employees providing of 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. Professionals required to be licensed or registered by the state. Examples: architecture, landscape architecture, land surveying, medicine, nursing, engineer, optometry, real estate appraising.
- **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.

E. Award Terms and Conditions

There are multiple steps required for AISD to award and execute agreements issued pursuant to this RFP. Important information and general action steps pertaining to the post-RFP/post-award process is included below.

- 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.
- Any agreement issued as a result of this RFP does not guarantee any minimum amount of service or payment. A Service Agreement with AISD will not be issued unless requested by campuses and/or department initiates a request for services. A provider shall not perform services for AISD without a fully executed agreement and the issuance of a Purchase Order.
- A provider will be compensated by AISD for services actually performed and satisfactorily rendered in accordance with contract requirements. A sample of AISD's Service Agreement is available on our website for your review only but should not be submitted with your proposal.
- Payment will be made according to the District Comptroller's published Accounts Payable schedule. Typically, payment is net 30 days after receipt of accurate and verifiable invoice. Service rates per hour charged should be reasonable and customary. **Mileage and travel expenses will not be reimbursed by AISD.**
- The District reserves the right to terminate all or any part of the undelivered portion any order resulting from this solicitation with thirty (30) days written notice; upon default by the vendor, for delay or non-performance by the Vendor, or, if it is deemed in the best interest of the District, for convenience.
- Recommended vendors will receive a Notice of Award. If a Service Agreement is issued, the vendor will receive the document via email for electronic signature using the DocuSign routing system. Once complete, vendors will receive a fully-executed copy of the service agreement via email. Non-awarded vendors will receive a "Notice of Non-Award" via email.
- Upon approval, vendors will receive a Purchase Order (PO) and this is the notice to proceed to begin services. Under no circumstance should vendors begin to provide

services to the district without a valid Purchase Order. AISD is not responsible for payment for unauthorized services rendered in advance of a valid PO being issued.

- **Conflict of Interest – 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 18 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)

VII. APPENDICES AND ATTACHMENTS

- **Appendices** (Documents for reference included within this proposal):
 - Appendix 1 – Purchasing and Acquisition Vendor Relations Policy CHE-LOCAL
 - Appendix 2 – AISD Policy and Provisions
- **Attachments** (Separate documents available to download within Bonfire):
 - Attachment 1 - LBJ ECHS Floor Plan
- **Required Forms** (Separate documents available to download within Bonfire):
 - Bid Certification
 - Notification of Criminal History of Contractor
 - Debarment, Suspension and Ineligibility Certification
 - Conflict of Interest Questionnaire (CIQ) – **electronic submission only**
 - Strategic Partner Profile

APPENDIX 1

Purchasing and Acquisition Vendor Relations

Policy CHE-LOCAL

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

**Contacting Board
Members**

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

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

**Restricted Contact
Period**

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

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

*Prohibited
Communications*

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

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

*Permissible
Communications*

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

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

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

*Other Vendor
Participation and
Communication*

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

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

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

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

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|--|--|
| <i>Complaints</i> | Any person who is aggrieved in connection with a HUB program policy decision may file a complaint in accordance with GF(LOCAL). |
| <i>Violations</i> | <p>The following are violations subject to sanctions:</p> <ol style="list-style-type: none">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. |
| <i>Sanctions</i> | <p>Any person who violates the provisions of this section shall be subject to the following sanctions and to the maximum penalties provided by law:</p> <ol style="list-style-type: none">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. |
| <i>Request for Proposal and Bid Invitation</i> | Each request for proposal and bid invitation shall include a copy of this policy. |

APPENDIX 2

Policy and Provisions

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."