



Invitation for Bids (IFB)

B14-065

Audio/Video Equipment for AISD-TV

Cable Channel 22

Date	Event
May 6, 2014	Advertise/Issue Date
May 14, 2014	Due Date for Questions by 2:00 pm
May 15, 2014	Questions and Answers posted on our website
May 22, 2014	Bid opening at 2:00 pm
June 16, 2014	Recommendation presented to AISD Board of Trustees

- Questions must be submitted via e-mail to the contact person listed below. In the e-mail subject line, type: Questions B14-065 A/V Equipment for AISD-TV
- Q & A and Addenda will be posted on our website:
<http://www.austinisd.org/contractandprocurement/advertised-bids-rfps>
- Your bid must be delivered in a **sealed envelope or carton** and received by the opening time and date listed.
- FAX, e-mail or other electronic bids **will not be accepted**.
- Bids must be plainly marked with the IFB Number and Title above.

Deliver Sealed Bids to:

Austin ISD
Contract & Procurement Services
1111 West 6th Street
Building A, Suite 330
Austin, TX 78703

Contact:

Brenda Dalton
Sr. Procurement Specialist
512-414-2113
Fax: 512-480-0924
brenda.dalton@austinisd.org

AUSTIN INDEPENDENT SCHOOL DISTRICT
Invitation for Bids (IFB) Number: B14-065
Audio/Video Equipment for AISD-TV Cable Channel 22

Deadline: 2:00 P.M., May 23, 2014

Introduction

This bid is being solicited to establish one or more strategic supply agreements for audio video equipment for AISD-TV Cable Channel 22. Items purchased under this bid are intended primarily as replacements or supplements at existing AISD campuses and/or departments. Items will be purchased on an as needed basis. Award(s) will be based on best overall value for the District, not necessarily lowest price.

Bidders may make written inquiries concerning this solicitation to obtain clarification of the 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 and posted to our website at: <http://www.austinisd.org/contractandprocurement/advertised-bids-rfps>

Submit inquiries via email to the contact person listed on the cover page. In the subject line of the email, type "Questions" and the solicitation number: **Questions B14-65 A/V Equipment for AISD**

Contract Term

The agreement(s) resulting from this solicitation will be in effect for an initial term of six (6) months from the date of award by the Board of Trustees, or such date established by the agreement. The District reserves the right to extend the contract for an additional sixty (60) days beyond the final expiration date if necessary, to ensure compliance with competitive requirements with no lapse in service.

Bid Requirements

1. Awarded vendors shall agree to accept the following conditions:

- Items will be purchased in varying quantities.
- Items will be ordered on an "as needed" basis throughout the term of the contract.
- Items will be shipped to multiple AISD locations.

2. PRICING:

- a. **Bid your lowest and best firm-fixed price.** Rebids will not be accepted. Pricing is to be firm for the duration of the contract period. The Vendor shall notify the AISD Contract and Procurement Services Office immediately if circumstances arise which would affect pricing, product specifications and or availability.
- b. Unit Price shall include the following:
 - Transportation charges, F.O.B. Destination, prepaid and allowed.
 - Handling charges.
 - Cost associated with processing orders if American Express P-Card is used.

A vendor shall not add additional usage fees, convenience fees, or any other fees to the bid price when processing an order.

- c. In case of discrepancy between Unit Price and Extended Total, the Unit Price shall be considered correct.

AUSTIN INDEPENDENT SCHOOL DISTRICT
Invitation for Bids (IFB) Number: B14-065
Audio/Video Equipment for AISD-TV Cable Channel 22

Deadline: 2:00 P.M., May 23, 2014

- d. The price list/catalog(s) from which the discount(s) is based must be the latest published price list/catalog made available by the bidder. Price list/catalog(s) are not required with the bid. When evaluating the bids, AISD will ask for documentation of price lists (cost, etc.) for randomly selected categories, and will verify correct net prices. Successful bidders shall furnish complete price lists for those items awarded.
3. QUANTITIES: Quantities shown are the District's best estimate of its requirements for the contract term, but should **not** be construed as guaranteeing a minimum purchase quantity or establishing a ceiling. The quantities shown are the estimated annual usage and additional orders will be placed on an as needed basis.
 4. DELIVERY: Items ordered must be delivered within thirty (30) days after receipt of order unless specified otherwise for individual item(s). All items purchased under these specifications are to be delivered to the specific school or warehouse address designated on the purchase order or to delivery address as specified by the American Express Corporate Purchasing Card (P-Card) holder.
 5. PRODUCT WARRANTY: Manufacturer's standard warranty shall apply. If bidding a make and model other than specified please provide a copy of the manufacturer's warranty.
 6. ALTERNATE OFFERS: If Vendor cannot supply the item, please indicate NO BID. If bidding an item other than what is specified, please indicate clearly on the Bid Form that the item being offered is an alternate. All proposed alternate items will be evaluated. Acceptability of the items shall be approved by the AISD Fine Arts and Contract and Procurement Services departments.
 7. SUBSTITUTIONS AFTER AWARD: If an item proposed by your firm is accepted and an award is made, your firm shall furnish that item for the duration of the award period and shall furnish an acceptable substitute should the item you offer be discontinued. Vendors are not authorized to automatically ship substitute items. Acceptability of the proposed substitute shall be determined by the Contract and Procurement Services Office and approved in writing.
 8. PURCHASING METHODS:

AISD has contracted with American Express Travel Related Services Company to provide an American Express Corporate Purchasing Card (P-Card) program. The P-Card transaction authorization may take the place of Purchase Orders. AISD reserves the right to determine which items are allowable for purchase with a P-Card. Currently, individual items with a unit value of less than \$500.00 may be purchased with a P-card. Vendors will be notified in writing if this threshold is increased. P-Cards have been issued to AISD school and department personnel and may be used to pay for services or goods provided by vendors. Single transaction limits and monthly spending limits will be established for AISD schools and departments.

Vendors must deliver goods or services with an invoice, receipt or packing slip with itemized pricing. For P-Card transactions, vendors do not send invoices to Account Payable. Vendors receive payment directly from American Express in as little as three business days of the transaction.

AUSTIN INDEPENDENT SCHOOL DISTRICT
Invitation for Bids (IFB) Number: B14-065
Audio/Video Equipment for AISD-TV Cable Channel 22

Deadline: 2:00 P.M., May 23, 2014

Bid Form **VENDOR NAME:** _____

The Unit Price must include the following:

- **standard manufacturer's warranty**
- **transportation F.O.B. destination prepaid and allowed**
- **handling charges and all costs associated with processing orders with American Express P-Card.**

A vendor shall not charge additional usage fees, convenience fees, or any other fees when processing an order.

ITEM 1: HDTV *PTZ Camera Equipment – 6 EACH

Sony BRC-H900 HDTV Self Contained Pan/Tilt/Zoom camera assembly units utilizing full raster ½" CMOS 1920 x 1080 imager, including Fujinon 14:1 zoom lens, with w/RS 232 and/or 422 control, with HD SDI outputs.

Sony BRC-H900 HDTV *PTZ Camera Equipment

Unit Price \$ _____ (6 each) Extended Price\$: _____
Mfg Brand & No: _____
Warranty Period: _____
Warranty Includes: _____
Installation Cost: _____

ITEM 2: SONY HDTV Recording Equipment – PMW-1000 – 1 EACH

HDTV Sony XDCAM Ex SXS player/recorder with 50 MB/S & 35 MB/S Codecs, including the RMM-HD-15 FEC Rackmount Kit for one or two PMW-1000 player recorder. Two ExpressCard SxS Memory Card Slots, 50 mbps MPEG HD422 recording as MXF files (UDF mode only) SD Recording and Playback (DVCAM) standard, Record up to 4 hours 50 Mbps MPEG HD-422 in camcorder using two 64 GB SxS-1A memory cards, UDF (Professional Disc Compatible) file format mode recording and playback on SxS memory cards to have similar high res files and workflows with existing Professional Disc and XDCAM HD422 memory products (ie. PMV-100/160/200/500 and PMV-50) 16:9, 3.5 inch color LCD, SDI Input for recording baseband signals to SxS cards, SDI output, HDMI output, and Composite output, SuperSpeed USB 3.0 interface for connecting hard drive to PMW-1000 to copy files from cards to the hard drive. FAT (XDCAM EX compatible) file format mode playback from SxS memory cards to have similar high res files and workflows with existing XDCAM EX camcorders which record MPEG-2 in the.MP4 file wrapper.

Sony HDTV – PMW-1000 Video Deck

Unit Price \$ _____ (1 each) Extended Price \$ _____
Mfg Brand & No _____
Warranty Period _____
Warranty Includes _____

AUSTIN INDEPENDENT SCHOOL DISTRICT
Invitation for Bids (IFB) Number: B14-065
Audio/Video Equipment for AISD-TV Cable Channel 22

Deadline: 2:00 P.M., May 23, 2014

ITEM 3: INSTALLATION, DESIGN/CUSTOMIZATION and DELIVERY OFF ITEMS 1 & 2 – 1 EACH

Delivery/Installation with Schematic Design Documentation of Items 1&2 at the Austin Independent School District, Carruth Administration Center, 1111 West Sixth Street, Board Auditorium, B230, Austin, Texas 78703. Installation of above items onto the existing operating system at Carruth Administration Center, TV Control Room, with renovation for enhancement & relocation of all existing monitoring locations to allow for easier access to equipment racks, includes wiring clean up from bottom of racks/floor. Relocation of Video recording device, audio monitoring equipment, to include the following: Consultation, notations of existing Engineering documentation must be updated (Print & Electronic) with any new wiring configuration, 2 or 3 wall mount or desk brackets with articulating arms and/or counter top poles for possible mounting of existing 40" NEC preview and program monitors, plus re-configuring of existing Multi viewer images on the existing NEC Monitors if required. Installation must include site visit as these new cameras will replace exiting Sony BRC-H700 PTZ cameras currently operational and mounted, PMW-1000 will replace existing Ki-Pro recording device. Vendor must interface all new equipment with existing digital video equipment currently in use and must remain operational during installation for possible live board meetings if needed. Vendor must remove and properly care of existing Cameras and video equipment for future use at another AISD Location. Installation labor and materials as needed. Contact Garry Wilkison at 512-414-1014 for scheduled site visit.

INSTALLATION and DELIVERY

Unit Price \$ _____
Mfg Brand & No _____
Warranty Period _____
Warranty Includes _____

ITEM 4: SONY HDTV Monitoring Equipment - PVM-A170 – 4 EACH

HDTV Sony 17" OLED Monitor for QC and NLE (Avid, FCP & Premiere) Editing Systems.
Sony 17" OLED Full Rastor 1920x1080 Monitor for NLE Monitoring, 10 BIT, RGB Electronics Engine,
Waveform/Vector Display, Closed Caption, Dual Link HD-SDI and 2K Inputs Standard

Sony HDTV Monitors – PVM-A170

Unit Price \$ _____ (4 each) Extended Price \$ _____
Mfg Brand & No _____
Warranty Period _____
Warranty Includes _____

AUSTIN INDEPENDENT SCHOOL DISTRICT
Invitation for Bids (IFB) Number: B14-065
Audio/Video Equipment for AISD-TV Cable Channel 22

Deadline: 2:00 P.M., May 23, 2014

ITEM 5: SONY HDTV Monitoring Equipment - PVM-A250 – 1 EACH

HDTV Sony 25" OLED Monitor for QC and NLE (Avid, FCP & Premiere) Editing Systems.
Sony 25" OLED 10 BIT Electronics Engine, Waveform/Vector Display, Closed Caption, DualLink
HD- SDI And 2K Inputs Standard

Sony HDTV Monitors – PVM-A170

Unit Price \$ _____ (1 each) Extended Price \$ _____
Mfg Brand & No _____
Warranty Period _____
Warranty Includes _____

Total all items: \$ _____

AUSTIN INDEPENDENT SCHOOL DISTRICT
Invitation for Bids (IFB) Number: B14-065
Audio/Video Equipment for AISD-TV Cable Channel 22

Deadline: 2:00 P.M., May 23, 2014

VENDOR CONTACT INFORMATION

Please answer the following questions:

Does your company accept American Express Corporate Purchasing Card (P-Card)?

Yes _____ No _____

Does your company have an online catalog? If so, do you have the ability to create an on-line catalog with pricing exclusive to AISD?

Yes _____ No _____

Are you a member of a Cooperative Purchasing Program (i.e., Buyboard, TCPN, US Communities, etc.)?

Yes _____ No _____

If yes, Name(s) of Purchasing Co-Op(s): _____

Contract Number: _____ Contract Expires: _____

Do you have a website?

Yes _____ No _____

If so, what is the URL? _____

Who do we call to place orders?

Name:

Phone:

Email:

Required Forms

Bidders shall execute the following forms and return the signed original with their proposal.

Bid Certification

Bidder certifies that they have not offered any pecuniary benefit or thing of value to gain advantage or influence a decision in this matter.

Notification of Criminal History of Contractor

A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony

Debarment, Suspension and Ineligibility Certification

Contractors receiving individual awards of \$25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

W-9

Form W-9 is the IRS form used by Austin ISD to request your taxpayer identification number. You may get a blank Form W-9 to fill out if you or your business is hired to provide goods or services. Filling out a W-9 is straightforward. Just provide your name and Social Security Number, or the name and Employer Identification Number of your business. By submitting a W-9, you are certifying that the tax id number you are providing is correct and accurate.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Central Texas Purchasing Alliance (CTPA) Adoption Clause

CTPA is a local purchasing cooperative with member public school districts. If authorized by the vendor or service provider, contracts and supply agreements resulting from this solicitation will be available to member districts. Participation is not mandatory and will not be a factor considered in the evaluation of proposals; however, the form does need to be completed and submitted with your proposal.

Interlocal Cooperative Agreement Clause

Similar to the CTPA adoption clause, if authorized by the vendor or service provider, contracts and supply agreements resulting from this solicitation will be available to local government organizations. Participation is not mandatory and will not be a factor considered in the evaluation of proposals; however, the form does need to be completed and submitted with your proposal.

OPTIONAL FOR SOFTWARE PRODUCTS:

Software Vendor Certification Form

BID CERTIFICATION

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

FIRM NAME _____

PHONE _____ EMAIL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNED BY _____ TITLE _____

PRINTED NAME _____ DATE _____

NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

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

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

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

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

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

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

Check only one of the following:

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

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

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

Signature of Company Official: _____

DEBARMENT, SUSPENSION AND INELIGIBILITY CERTIFICATION

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

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

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

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

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

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

VENDOR'S NAME: _____

Authorized Officer or Agent: _____

Printed name of company official signing above: _____

Date Signed: _____

Central Texas Purchasing Alliance (CTPA) Adoption Clause

Statutory citation is found in the Interlocal Cooperation Act, Texas Government Code §791.

The Central Texas Purchasing Alliance (CTPA) is an organization formed by interlocal agreements and between independent school districts (members) in Texas for the purpose of engaging the districts to share purchasing opportunities for goods and services. All member contracts, regardless of whether formed as a result of CTPA activity or interaction, shall be directly between the member and the contractor providing goods and services to the member. The CTPA, in and of itself, shall not have the authority to make purchases of goods and services.

- A. If authorized by the Vendor, resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
- B. A list of members that may utilize the Vendor's contract is listed on the CTPA website, www.txctpa.org/memberlist
- C. Any member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- D. A negative reply by the Vendor will not adversely affect consideration of the Vendor's Solicitation response.
- E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER AS INDICATED BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR'S RESPONSE TO THIS SOLICITATION.

_____ YES

_____ NO

_____ YES, with the exception of the following districts:

Vendor Name: _____

Printed Name of Authorized Company Official: _____

Signature of Company Official: _____

Date: _____

INTERLOCAL COOPERATIVE AGREEMENT CLAUSE

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, government entities, i.e. state agencies, local governments and school districts, are authorized to enter into cooperative/interlocal agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful Proposer only. If authorized by the Proposer, the government entities would be eligible, but not obligated, to purchase goods and/or services in accordance with the terms, conditions, specifications, and pricing established under the contract(s) awarded to the Austin Independent School District as a result of this solicitation. In the event the successful Proposer allows another government entity to join the Austin Independent School District contract, it is expressly understood that Austin Independent School District shall in no way be liable for the obligations of the joining government entity. All purchases by a government entity other than Austin Independent School District will be billed directly to that government entity and paid by that government entity. Austin Independent School District will not be responsible for another governmental entity's debts. Each government entity will order its own material/service as needed.

Several government entities around the Austin Independent School District may have an interest in being included in a contract resulting from this solicitation. Should these government entities decide to participate in this contract, would you (the Proposer) agree that all terms, conditions, specifications, and pricing would apply?

Yes No

FIRM NAME _____

AUTHORIZED OFFICER OR AGENT _____

PRINTED NAME _____

TITLE _____

DATE SIGNED: _____

Master Purchase Agreement between Austin Independent School District and Contractor

This AGREEMENT is entered into *on the day all parties fully execute this agreement* by and between herein called "Contractor" and the Austin Independent School District, herein called "District." The parties hereto agree as follows:

GENERAL PROVISIONS:

1. GOODS AND SERVICES: The Contractor agrees to provide goods and related services as described in "Statement of Work", Exhibit A which summarizes the scope of work to be completed in a prompt, timely and professional manner. Quantities shown are the District's best estimate of its requirements for the agreement term, but should not be construed as guaranteeing a minimum purchase quantity or establishing a ceiling. The Contractor agrees services will not begin and payments will not be made by the District until the agreement is fully executed.
2. TERM OF AGREEMENT: The term of this agreement shall start upon full execution and ends on .Date(s) of service include: .
3. RENEWAL OPTIONS: Provided that the agreement is still in effect, the District shall have the option to renew the term of agreement for () additional one-year periods commencing at the expiration of the term as defined in Provision 2 and upon the same terms and provisions set forth herein. Renewal options shall be made by amendment to this agreement, in writing and signed by authorized representatives of the Contractor and District.
4. COMPENSATION: The District agrees to compensate the Contractor for services related to the performance of this agreement based upon work actually performed not to exceed the total amount of \$. The basis of compensation and/or payment schedule will be detailed in the "Basis of Compensation" Exhibit B. There is no minimum guarantee of service and thus there is no minimum guarantee of payment to any singular company. The Contractor shall not receive reimbursement for travel, meals and lodging related to services rendered in fulfilling the obligation of this agreement unless expressly authorized by the District.
5. ENTIRE AGREEMENT; AMENDMENT: This agreement constitutes the entire agreement of the parties hereto and it may not be altered or amended except in writing and signed by authorized representatives of the Contractor and District.
6. FORCE MAJEURE: Neither party shall be liable for any delay or failure in performance due to acts of nature, terrorism, labor disputes, riots, war, fire, epidemics, disruption of utility services or other similar occurrences that are beyond its reasonable control ("Force Majeure"). However, in order to avail itself of such excuse, the party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure.
7. DISPUTE RESOLUTION: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
8. ASSIGNMENT OR DELEGATION: Contractor retains the right to assign or delegate these duties to another individual within his or her employ, but such assignment may only occur after first receiving advance written approval from the District.
9. TERMINATION OF AGREEMENT: Contractor shall have completed all work covered by this agreement and this agreement shall terminate unless extended by written mutual agreement of the District and the Contractor at the time final service is completed. The District may terminate the agreement for any reason if the Contractor fails to fulfill the obligations in a timely and proper manner. The District may terminate the agreement by giving written notice of such termination

and the effective date of the termination. In the event of termination prior to completion of the agreement, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this agreement at any time without cause by the furnishing of a thirty (30) day written notice from an authorized District representative to the Contractor, but the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this agreement, less any compensation previously paid.

10. INVOICES: The Contractor shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: AISD, ATTN: Accounts Payable, 1111 West 6th Ste. A370, Austin, Texas 78703-5300. Payment shall not be due until the above instruments are submitted after delivery and made as per the District's Comptrollers Payment schedule.

The District's obligation is payable only and solely from funds available for the purpose of the purchase. Any purchase order 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. Lack of funds shall render this agreement null and void to the extent funds are not available and any delivered but unpaid for the District will return goods to Contractor.

11. TAXES: Do not include federal excise, state or city sales tax. The District shall furnish tax exemption certificate, if required.
12. HOLD HARMLESS AND INSURANCE REQUIREMENTS: It is agreed that the Contractor is an Independent and shall be solely responsible for payment of employees and shall provide, if required, workers' compensation and public liability insurance to protect the Contractor from liability for injuries or damages to employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. The Contractor agrees to hold the District harmless from any and all liability that the District may incur, including without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses, incurred by reason of the Contractor's negligence or breach of this agreement.

13. GOVERNING LAW, VENUE: The Texas Uniform Commercial Code shall govern this agreement. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the state of Texas as effective and in force on the date of this agreement and both parties agree that venue for any litigation arising from this agreement shall lie in Austin, Travis County, Texas. Contractor agrees to abide by all local ordinances, state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, *et seq.*, 29 CFR §1630, *et seq.*; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq.*; the Family Educational Rights and Privacy Act, 20 USC §1232g, *et seq.*, 34 CFR §99.1, *et seq.*; Title IX of the Education Amendments of 1972, 20 USC §1681 *et seq.*, 34 CFR §106.1 *et seq.* and any applicable federal, state, local and private grant requirements.

14. WAIVER: No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

15. CONTRACTOR TO PACKAGE GOODS: The Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (i) the Contractor's name and address; (ii) the consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (iii) the container number and total number of containers, e.g. box 1 of 4 boxes; and (iv) the number of the container bearing the packing slip. The Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The District's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

16. SHIPMENT UNDER RESERVATION PROHIBITED: The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

17. TITLE, RISK OF LOSS and RIGHT OF INSPECTION: The title and risk of loss of the goods shall not pass to the District until the District actually receives, accepts and takes possession of the goods. The District shall have the right to inspect the goods at delivery before accepting them.

18. DELIVERY TERMS AND TRANSPORTATION CHARGES: F. O. B. destination freight prepaid for inside delivery unless terms are specified otherwise in solicitation. The District shall have the right to designate what method of transportation shall be used to ship the goods.
19. PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Provision 33, "Modifications," hereof. The terms of this agreement are no arrival, no sale.
20. NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this agreement as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Contractor may reasonably notify the District of his intention to cure and may then make a conforming tender within the agreement time but not afterward.
21. RIGHT TO ADDITIONAL COMPETITION: District occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of District.
22. GRATUITIES: The District may, by written notice to the Contractor, cancel this agreement without liability to the Contractor if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee of the District with a view toward securing a agreement or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a agreement. In the event the District cancels this agreement pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
23. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the Contractor as such and will be returned immediately to the District upon request.
24. COPYRIGHTS AND PATENTS: In the event the Contractor develops materials or products resulting in a copyright or patent while in the performance of this agreement, the rights from those materials will accrue to the District.
25. WARRANTY PRICE: The price to be paid by the District shall be that contained in Contractor's bid which Contractor warrants to be no higher than the Contractor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The method of payment used by the District shall have no bearing on the purchase price. In the event the Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the District may cancel this agreement without liability to the Contractor for breach or the Contractor's actual expense.
- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingent COMPENSATION excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this agreement without liability and to deduct from the agreement price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent compensation.
26. WARRANTY PRODUCT: The Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the District. The Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the solicitation and/or product description and to the sample(s) furnished by the Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
27. SAFETY WARRANTY: The Contractor warrants that the product sold to the District 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 the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within a reasonable time, correction made by the District will be at the Contractor's expense. Additionally, no asbestos in any form may be used in manufacture or processing of any

product purchased by the District. If any product called for by name in this specification should contain any asbestos material, the Contractor must notify the purchasing agent immediately for the name of a suitable substitute asbestos-free product.

28. HAZARDOUS MATERIALS: If services require or items include hazardous materials, as defined by relevant local, state and federal law, Contractor represents and warrants that Contractor understands the nature of the hazards associated with the use, handling and transportation of such hazardous materials, as applicable to Contractor. Prior to bringing hazardous materials on District's property, Contractor shall review the use of the hazardous materials and obtain approval from the District Site/Environmental/Health/Safety organization. Contractor will be fully responsible for any liability resulting from Contractor's actions in connection with the use of such hazardous materials in providing services to District. Contractor will supply District with material safety data sheets and any other documentation reasonably necessary to enable District to comply with applicable laws and regulations.

29. NO WARRANTY BY DISTRICT AGAINST INFRINGEMENTS: As part of this purchase agreement the Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall the District be liable to the Contractor for indemnification in the event that the Contractor issues a claim on the grounds of infringement or the like. If the Contractor is of the opinion that an infringement or the like will result, he will notify the District in writing within two weeks after the signing of this agreement or at point of discovery. If the District does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will hold the District harmless. If the Contractor in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this agreement shall be null and void except that the District will pay the Contractor the reasonable cost of his search as to infringements.

30. CONFIDENTIALITY: All data in District's facilities and on AISD's equipment, including all data relating to District's employees, administrators, teachers and students, is the sole and exclusive property of the District. Contractor acknowledges that it is familiar with the obligations of the District and its agents, including Contractor, under The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and under related applicable federal and state privacy laws, rules and requirements regarding the protection and security of

non-public personal, medical and financial information, and that Contractor is familiar with the Federal Educational and Privacy Rights Act, 28 USC 1232(g) ("FERPA") which requires that certain information, including, without limitation, education records of students and any personally identifiable information contained therein (other than directory information) be held strictly confidential. During and after the term of this agreement, Contractor shall not directly or indirectly use or disclose any such information unless such use or disclosure is: (i) to an employee of District who has a need to know the information and is under a duty of confidentiality; (ii) authorized in writing by District's Legal Counsel; or (iii) required by any order of a court or administrative agency. Upon the termination of this agreement for any reason, Contractor shall promptly (i) return all property, records, files, documents, materials and copies relating to District which came into the possession of Contractor during the term of this agreement, (ii) destroy all such information stored on computers or disk storage not belonging to District, and (iii) within five days of District's written request, provide District with a sworn affidavit verifying that all such materials have been returned to District or destroyed.

31. CANCELLATION: The District shall have the right to cancel for default all or any part of the undelivered portion of this order if the Contractor breaches any of the terms hereof including warranties of the Contractor or if the Contractor becomes in-solvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that the District may have in law or equity.

32. TERMINATION: The District reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation or performance of work under this order in whole or in part in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Contractor with a thirty (30) day written notice of termination specifying the extent to which performance of work under the order is terminated and the date upon which such termination takes effect.

33. MODIFICATIONS: This agreement can be modified or rescinded only by in writing and signed by both of the parties or their duly authorized representative.

34. INTERPRETATION OF PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not

be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

35. ADVERTISING: The Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. Neither party may use the other's name or other distinguishable iconography in advertisements without the other's prior written consent.
36. RIGHT TO ASSURANCE: Whenever one party to this agreement in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this agreement.
37. PROHIBITION AGAINST PERSONAL INTEREST IN AGREEMENTS: Any District Board Member who has any substantial interest, either direct or indirect, in any business entity seeking an agreement with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.
38. RETENTION OF RECORDS: The Contractor shall retain any books, documents, papers, and records that are directly pertinent to the agreement. The Contractor shall make the said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee or grantee of funds, or their authorized representatives, for a period of seven (7) years following termination of agreement.
39. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the District, and hold harmless the District and its affiliated enterprises, representatives of the District and their respective officers, directors, members of the Board, partners, employees and agents (collectively "Indemnitees") from

and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney compensations, of any nature, land, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Contractor pursuant to this agreement, or any part thereof, which are caused in whole or part by any negligent act or omission of the Contractor or, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by negligence or omission of any Indemnitees, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitees. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such indemnitors shall be jointly and severally responsible to the Indemnitees for the indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitees. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the District or any of the Indemnitees has by law. Contractor shall protect and indemnify the District from any and all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services or goods provided hereunder by the Contractor or by the District at the direction of Contractor of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the District shall promptly notify the Contractor and Contractor shall be given full opportunity to negotiate a settlement. Contractor does not warrant against infringement by reason of the District's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the District agrees to cooperate reasonably with Contractor and parties shall be entitled, in connection with such litigation, to be represented by counsel at their own expense. The indemnitees contained herein shall survive the termination of any agreement or purchase order that for any reason becomes effective. Such right of termination is in addition to and not in lieu of rights of the District set forth in Provision 32, herein.

40. **NOTICES:** Any notices required or permitted by this agreement shall be in writing and delivered to the parties as set forth :

DISTRICT INFORMATION:

Contact name _____
Title _____
Department _____
Mailing Address _____
City, State, Zip _____
Contact Number _____
Email Address _____

CONTRACTOR INFORMATION:

Contact name _____
Title _____
Department _____
Mailing Address _____
City, State, Zip _____
Contact Number _____
Email Address _____

41. **SIGNATORY AUTHORITY:** Each individual signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement. The signing of this document represents and warrants the execution and delivery of the agreement and the performance of obligations that have been duly authorized. This agreement is valid, legal, binding and enforceable in accordance with its provisions.

AUSTIN INDEPENDENT SCHOOL DISTRICT:

CONTRACTOR :

NAME _____
SIGNATURE _____
TITLE _____
DATE _____

NAME _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE _____
TITLE _____
DATE _____

EXHIBIT A

STATEMENT OF WORK

OWNERSHIP OF WORK: Contractor recognizes that the District will have perpetual, non-exclusive, non-transferrable license to use any work product or deliverables developed by the Contractor in the performance of the services and delivered to the District, upon the District's payment in full of all amounts due hereunder. The Contractor retains ownership of all information, software and other property owned by it prior to this agreement or which it develops independently of this agreement and all work products compiled or developed by the Contractor in the performance of this agreement.

CONFIDENTIALITY: The Contractor shall maintain strict confidentiality of all information, dates or records relating to students of the District and shall not disclose information except as required to the implementation of services in accordance with the terms of this agreement, or as may be required by law.

INCORPORATION BY REFERENCE: All Invitation for Bids (IFB), Bids, Request for Proposals (RFP), Proposals, Request for Quotes (RFQ), and Quotes associated with this agreement hereunder shall be incorporated by reference.

INSTRUCTIONS:

Statement of Work will include a detailed description of required services that will be performed by the Contractor including actual tasks, deliverables, direct methodologies to be used, qualitative and quantitative designs, performance requirements and timelines (start and end dates) according to specifications and expectations of the agreement:

Description of service: *Type in product/service being rendered, attach quote or a detailed statement of work from Contractor.*

Special Instructions to the District (what the District will provide i.e. Space, equipment, materials & supplies).

Special Provisions: Additional provisions that were not stated in the Standard Service Agreement and NOW requested in addition to terms and conditions. Please note that additional provisions will be added to contract only upon the approval of the District's Legal Counsel.

This may include, but is not limited to:

- Retention of records related to this agreement; and
- Continued availability of appropriation of funds

Approved by Legal Counsel:

Signature

(Will not proceed without Legal Counsel approval)

Date

EXHIBIT B

BASIS OF COMPENSATION

INSTRUCTIONS:

Note: \$25,000 and above requires the completion of the Debarment, Suspension and Ineligibility Certification form in Exhibit F.

You may attach a COMPENSATION SCHEDULE/QUOTE or complete the pricing information below:

Compensation	Rate of Compensation	# of units	QTY	Subtotal
<i>Example:</i>				
\$ <u>25.00</u>	<i>Per Hour</i>	x <i>Hours</i>	<u>4</u> = \$	<u>100.00</u>
\$ _____	Per Hour	x Hours	_____ = \$	_____
\$ _____	Per Day	x Days	_____ = \$	_____
\$ _____	Per Participant	x Participants	_____ = \$	_____
\$ _____	Per Month	x Months	_____ = \$	_____
\$ _____	Materials*	x	_____ = \$	_____
\$ _____	Other**	x	_____ = \$	_____
Agreement Total				\$ _____

Payment will be made according to the District Comptroller's published Accounts Payable schedule.

* Record additional descriptive information here (i.e., Training materials)

****RELATED TRAVEL INFORMATION-**

If unscheduled travel is required (cost not included in total compensation) by the Contractor due to additional consultation of services requested by the District, the District will reimburse the Contractor and assigned staff travel expenses as per requirements below:

- District will only reimburse for transportation, meals and lodging expenses. (Reimbursement will not include gratuity, alcoholic beverages and entertainment expenses);
- Travel expenses must have actually been incurred during the performance period of the Agreement
- Costs must be identifiable, supported by evidence of original receipts or other authorized payment documents; and
- Travel has to be undertaken by the most appropriate means of transport, the most direct practicable route and the least costly fare structure (economy class if air fare). Expenses for meals and lodging shall be paid within the requirements of the U.S. General Services Administration (GSA). Costs shall not exceed the allowable GSA travel rates identified by area and time period that can be located at www.gsa.gov.