# AMARILLO INDEPENDENT SCHOOL DISTRICT

**Request for Proposals Number: 3717-27.11**

**Optical Transport Modernization & Routed Optical Network Deployment**

Request for Proposals will be received in the Office of Moses Zuniga, Director of Procurement, 7200 Interstate 40 West, Amarillo, Texas 79106-2598 until 4:00 P.M., Central Time, December 17, 2026, for Optical Transport Modernization & Routed Optical Network Deployment. In lieu of submitting a hardcopy response, proposals may also be submitted online through Amarillo ISD Bonfire Webpage https://amaisd.bonfirehub.com/portal by the stated deadline. Amarillo Independent School District (AISD) DOES NOT accept faxed or emailed submissions.

**This Solicitation Response Form and Proposal Submittal Checklist (Page 1 and 2) MUST be completed.**

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

## SOLICITATION RESPONSE FORM

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

From: _____ _____
Name of Proposer/Proposer's Business Entity — Address

_____ _____
Area Code and Telephone Number — City/State/Zip

_____ _____
Area Code and Fax Number — E-mail Address

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

_____ _____
Owner or Legally Authorized Representative (Print Name) — Title

_____ _____
Signature — Date

## PROPOSAL SUBMITTAL CHECKLIST

The following checklist details all required documents, forms, and sections that must be completed and submitted. Failure to submit one of these items could result in the submitted proposal being deemed non-responsive and not eligible for evaluation or award. All documents listed herein are made part of this agreement, in the event the documents have a place for the proposer to acknowledge, sign and date, the signed document becomes an attachment to this Agreement.

| Proposal Submittal Checklist | | |
|---|---|---|
| **Section / Doc. #** | **Item** | **Submitted (check)** |
| **Volume I – Business Documents** | | |
| PAGE 1 and 2 | Solicitation Response Form and Proposal Submittal Checklist (Page 1 and 2 of this solicitation) | |
| ATTACHMENT A | SUMMARY OF WORK (SOW) | |
| ATTACHMENT B | Pricing Summary & E-Rate Certification | |
| ATTACHMENT C | AISD RON Design Map | |
| ATTACHMENT D | List of AISD Campuses by Location | |
| AISDP-0001 | Access to AISD Property | |
| AISDP-0002 | EDGAR Certifications – Issue No. 004 | |
| AISDP-0003 | CTPA Interlocal Agreement Form | |
| AISDP-0004 | Agreement to District Solicitation Provisions | |
| AISDP-0006 | Conflict of Interest Questionnaire *(mark n/a on form if no conflict exists)* | |
| AISDP-0007 | Felony Conviction Notification | |
| AISDP-0008 | Background Check Certification – Issue No. 002 | |
| AISDP-0009 | Required Contractor Certifications | |
| AISDP-0010 | Resident Bidder Certification | |
| ADDENDUMS | Signed Addendums (check Bonfire for Issued Addendums) | |
| AISD EXHIBIT D | Minimum Insurance Requirements | |
| **Volume II – Technical Proposal** | | |
| SECTION I | Proposal Summary and any other pertinent information | |

I have reviewed and completed the above checklist and all required items have been submitted herein.

(Signature) (Date)

## SECTION A - TABLE OF CONTENTS


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


## SECTION B - SUPPLIES OR SERVICES AND PRICE / COSTS

**SECTION B - TYPE OF AGREEMENT**

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

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

**SECTION B - PRICE/SCHEDULE**

Except as otherwise expressly provided, the price shall be paid to the Vendor based upon the agreed upon price schedule submitted with the RFP response.

**END OF SECTION B**

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

SECTION C - The Specifications/SOW/Summary of Work entitled "Optical Transport Modernization & Routed Optical Network Deployment"**,** Attachment A, is made part of this Agreement.

**END OF SECTION C**

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

**SECTION D - DELIVERY**

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

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

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

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

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

**SECTION D - PACKAGING**

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

**SECTION D – DELIVERY TERMS**

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

**SECTION D - MARKING**

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

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

**SECTION D - DROP SHIPMENTS**

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

a. Packing slip describing the contents of the shipment;
b. The supplier's name, address and phone number;

c. The name of the Vendor contracted with AISD; and
d. Original AISD purchase order or contract number.

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

**END OF SECTION D**

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## SECTION E – PERFORMANCE PERIOD AND PAYMENT INFORMATION

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

The term of this Agreement shall become effective upon execution of both parties and remain in effect until all the work has been completed and accepted in writing by AISD, unless terminated earlier in accordance with this agreement. Work shall begin only upon written authorization from AISD and shall follow the approved project schedule and applicable E-Rate service delivery deadlines. Warranty and support obligations shall continue for their specified terms following final acceptance.

**SECTION E - INVOICING INSTRUCTIONS**

A. Vendor shall submit an invoice upon completion of each Pay Item, and reference the Agreement / Purchase Order Number, ONLY one number per invoice. The work to be paid for under any Pay Item is fixed in this Agreement and shall be the amount due and payable in accordance with Section B and the applicable measurement for payment provisions of the Agreement. No invoice shall be processed and paid which is not completed as stated.
B. Final Acceptance & Retainage Release: AISD will withhold ten percent (10%) of each approved progress payment as retainage, totaling ten percent (10%) of the final contract price. Retainage becomes payable upon successful completion of the required 14-day operational stability period, correction of outstanding deficiencies, site cleanup, and delivery of all required documentation and training. Following written approval by the AISD Chief Technology Officer, the contractor may invoice for the final retained balance.
C. Invoices shall be sent to the following address:
   Amarillo Independent School District
   Attn: Accounts Payable
   7200 I-40 West
   Amarillo, Texas 79106

   Or by email address to the following: accountspayable@amaisd.org
D. Upon proof of satisfactory performance, AISD will approve Vendor's invoice.
E. AISD will pay Vendor Net 30 Days after a proper invoice is submitted and approved.

**SECTION E – PAYMENT**

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

**SECTION E – ERATE BILLING MODALITY**

The District reserves the option to utilize either Service Provider Invoicing (SPI / Discount Billing - FCC Form 474) or Billed Entity Applicant Reimbursement (BEAR - FCC Form 472). The awarded vendor must support either reimbursement process.

**END OF SECTION E**

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## SECTION F – ADMINISTRATIVE INFORMATION

**SECTION F - SUBCONTRACT MANAGEMENT**

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

**SECTION F – CORRESPONDENCE PROCEDURES**

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

A. Technical Correspondence. Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms or conditions, of this Agreement) shall be addressed to AISD'S designated Technical Representative with copy to the AISD's Procurement Representative. The AISD Technical Representative for this Agreement is:

Amarillo Independent School District
7200 I40 West, Amarillo, TX 79106
Attn.: Mike Howsmon, Network Manager (Technical Representative)
Telephone: (806) 326-1258
Email: **mike.howsmon@amaisd.org**

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

Amarillo Independent School District
7200 Interstate 40 West
Amarillo, TX 79106
Attn.: Moses Zuniga, Director of Procurement (Procurement Representative)
Telephone: (806) 326-1173
Email: **moses.zuniga@amaisd.org**

**SECTION F – ASSIGNMENT OF AGREEMENT**

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

**END OF SECTION F**

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## SECTION G - CLAUSES

**SECTION G - CLAUSES INCORPORATED BY REFERENCE**

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

| | **Description** |
|---|---|
| ☒ | Access to AISD Property (AISDP-0001) (if onsite services) |
| ☐ | Data Privacy Addendum (AISDP-0012) |

**SECTION G – GRATUITIES**

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

**SECTION G – TAXES**

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

**SECTION G – WARRANTY**

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

**SECTION G – COMMITMENT OF FUNDS**

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

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

Any goods supplied to the District by the successful Vendor in connection with this solicitation shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act

(OSHA) of 1970. In the event any goods do not conform to OSHA standards, the District will be permitted to refuse or return the non-conforming goods for correction or replacement at the Vendor's expense. Where materials solicited require the maintenance of, Safety Data Sheets (SDS), a copy of the relevant SDS must accompany Vendor's Proposal or must be made available prior to the award of any contract for the goods. If applicable, SDS sheets must accompany Vendor's product and will be required with delivery of product to AISD.

**SECTION G – INDEMNIFICATION REQUIREMENTS**

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

**SECTION G – CONFLICT OF INTEREST**

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

**SECTION G – FORCE MAJEURE**

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

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

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

shall lie solely in a court with jurisdiction over Potter County, Texas unless agreed to in writing by authorized representatives for both parties.

**END OF SECTION G**

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## SECTION H - ATTACHMENTS/CERTIFICATIONS/ ACKNOWLEDGEMENTS

**SECTION H - LIST OF ATTACHMENTS**

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

ATTACHMENT A Section C Specifications/SOW/Summary of Work
ATTACHMENT B Pricing Summary & E-Rate Certification
ATTACHMENT C AISD RON Design Map
ATTACHMENT D List of AISD Campuses by Location

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

1. Debarment or Suspension – AISD is prohibited from spending federal funds with Vendors who have been debarred or suspended. Vendor certifies, that during the solicitation process that the Vendor is not debarred by the Federal Government. Should the Vendor become debarred by the Federal Government during the performance of this Agreement, Vendor shall notify the Procurement Representative in writing.
2. All buildings and property owned by AISD are deemed a "drug free zone". Therefore, personnel of Vendor and Vendor's subcontractor(s) acknowledge that no one may use, consume, carry, transport or exchange tobacco, cigarettes, e-cigarettes, alcohol or illegal drugs while in or on AISD property. Vendor shall ensure that personnel and subcontractor personnel are informed of this policy and shall Vendor that it is adhered to.
3. By signing this agreement, Vendor agrees to comply with applicable federal, state and local laws, as well as applicable AISD policy and regulation, in providing the services contemplated herein. This includes, but is not limited to:
   (a) Vendor agrees to complete any requirements set forth in Texas Education Code Chapter 22 (relating to criminal history records and certifications) and/or related forms required by AISD;
   (b) By signing this Agreement, and (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees: and (c) this Agreement has a value of $100,000.00 or more, the following certification shall apply to the extent required by law; otherwise, this certification is not required.
   Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor , if any, (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business with Israel or an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(c) Vendor certifies it is not a "company" (a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit) that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Chapter 2274. Further, Vendor certifies it will not discriminate during the term of the proposed contract against a firearm entity or firearm trade association, in violation of law. Vendor hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading AISD to believe that the Vendor discriminates against a firearm entity or firearm trade association in violation of Texas Government Code 2274.001-2274.02. This certification requirement does not apply to a governmental entity that contracts with a sole-source provider or does not receive any bids from a company that is able to provide the required written verification, and certain contracts as set forth in Tex. Gov't Code § 2274.003.

(d) In accordance with Texas Government Code, Chapter 2252, Subchapter F, AISD is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board. By execution of this Agreement, Vendor certifies that it is not a company on a list prepared and maintained under Texas Government Code §§ 806.051, 807.051, or 2252.153, and further hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading AISD to believe that the Vendor was a listed company at the time of this procurement.

**END OF SECTION H**

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## SECTION I – INSTRUCTIONS TO PROPOSERS

**SECTION I - DISCLAIMER**

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

**SECTION I - RIGHT TO CANCEL**

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

**SECTION I – PERIOD OF ACCEPTANCE**

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

**SECTION I – PROPRIETARY RIGHTS**

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

**SECTION I – RESTRICTION ON COMMUNICATION**

Between the **date of issuance of this solicitation and continuing through the date of award by the District's Board of Trustees**, Proposer and its employees, agents, subcontractors and representatives direct all questions regarding this Solicitation, including questions regarding the Form of Agreement, to the District Point-of-Contact or through the designated online system. Proposer and its employees, agents, subcontractors and representatives, are specifically prohibited from directly or indirectly discussing, communicating, lobbying for, or promoting its proposal to any member of the District's Board of Trustees, any member of the District's administrative staff, any member of an employee association affiliated with or representing any District employee or group of employees, any member of a District committee having responsibility for evaluation of Proposal responses or any consultant or professional retained or used by the District in connection with this solicitation This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or proposal submitted by Vendor. **This policy is intended to create a level playing field for all Vendors and ensure the integrity of the solicitation process, any violation of this provision may result in disqualification of the Vendor's response from consideration.** The District reserves the right to contact any Proposer for clarification after responses are opened and/or to further negotiate with any Proposer if such is legally permitted and deemed desirable by District. The communications restrictions above shall not apply to interaction with prohibited individuals during District-requested presentations in a duly called open meeting of the Board of Trustees.

**SECTION I – CHANGES DURING SOLICITATION**

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

**SECTION I – BRAND**

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

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

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

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

**SECTION I – DISCLOSURE OF PROPOSAL DATA**

All pricing information submitted in this proposal is potentially subject to release to members of the public if requested in a public information request, unless the proposer separates said pricing information, clearly marks said information as "proprietary" or "confidential," and provides supporting legal authority for such designation. AISD, in its discretion, may (but is not required to) seek a ruling from the attorney general regarding disclosure. All submitted pricing and information may be shared with AISD's staff, consultants, and board of trustees, and may be discussed in public board meetings, regardless of whether it is marked "proprietary" or "confidential".

**SECTION I – OFFER ACCEPTANCE**

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

**SECTION I – WAIVER OF CLAIMS**

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

**SECTION I – STATE AND LOCAL TAX**

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

**SECTION I – PROPOSAL SUBMITTALS**

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

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

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

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

**SECTION I – SIGNATURE OF PROPOSAL**

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

**SECTION I – PRODUCT CONDITION**

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

**SECTION I – PROTEST**

AISD believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that AISD has fallen short of these goals, you may submit a protest to the AISD Internal Auditor at (806) 326-1310.

**SECTION I - PREPARATION OF OFFERS**

A. Any Proposer planning to submit a proposal is responsible for examining, with appropriate care, the complete solicitation documents, all amendments, and for informing itself with respect to all conditions that might in any way affect the cost or the performance of any work. Failure to do so will be at the sole risk of the Proposer, who is deemed to have included all costs for performance of the work in its offer. No relief can be given by AISD for errors or omissions contained in the Proposer's Proposal. Should the Proposer find discrepancies in or omissions from the solicitation, or should the solicitation's intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the Proposer shall promptly notify AISD's Procurement Representative in writing through https://amaisd.bonfirehub.com/portal. The Proposer making such request will be solely responsible for

its timely receipt as stated herein by the District. Replies to such notices may be made in the form of supplementary correspondence or, as appropriate, to the solicitation documents. AISD's response to this notification will be made to ALL Proposers who have obtained the solicitation through https://amaisd.bonfirehub.com/portal.

B. Each Proposer shall furnish the information required by the solicitation. The Proposer shall sign the offer and print or type its name on the Solicitation Response form. Erasures or other changes must be initialed by the person signing the offer.

C. Proposers shall submit with their proposal a completed Agreement to District Solicitation Provisions (AISDP – 0004). Proposers shall provide a full written explanation of all exceptions taken or alterations to the provisions of this solicitation (e.g. Terms and Conditions, specifications, statement of work, data requirements, drawings, etc.,), if any, by referencing the appropriate article, paragraph or exhibit line item number that the Proposer takes exception to and by attaching the exceptions or alterations AISDP – 0004. Exceptions or alterations may render the Proposer's Proposal unresponsive and ineligible for award. If no exceptions or alterations are taken, Proposer shall mark the appropriate box on AISDP – 0004.

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

**SECTION I – QUESTIONS**

All questions concerning this solicitation must be submitted on the Bonfire web page, https://amaisd.bonfirehub.com/portal. Deadline for submitting questions is December 7, 2026.

**SECTION I - PROPOSAL FORMAT AND CONTENTS**

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

| VOLUME | TITLE | TOTAL COPIES REQUIRED | PAGE LIMIT |
|---|---|---|---|
| I | BUSINESS DOCUMENTS | Original Plus 2 Copies OR ELECTRONIC COPY | n/a |
| II | TECHNICAL PROPOSAL | Original Plus 2 Copies OR ELECTRONIC COPY | n/a |

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

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

The Business Documents Proposal shall include the items as listed in the Proposal Submittal Checklist on Page 2 of this solicitation. AISD reserves the right to request documents not filled in the Proposal Submittal Checklist after the due date of the proposal.

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

A. General. The technical proposal should be specific, detailed, and complete to demonstrate clearly and fully that the prospective Proposer has a thorough understanding of the requirements. The technical proposal must enable AISD's technical personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal meets the requirements of Section C, Specifications/Statement of Work.

B. Requirements. The technical proposal shall contain, as a minimum, the following items in accordance with Section C, Specifications/Statement of Work. These items are the basis for the technical evaluation criteria that will be used in evaluating the technical proposals. Since the technical proposal will primarily determine the capability of the Proposer to perform the tasks stated in the Specifications/ Statement of Work, it should not merely offer to perform the work in accordance with the Statement of Work but shall outline the implementation approach as specifically as possible. The technical proposal should generally follow the outline of the evaluation factors described below:

**1. PROVIDE INFORMATION AS REQUESTED BY ATTACHMENT A, STATEMENT OF WORK FOR YOUR TECHNICAL PROPOSAL.**

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

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

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

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

**SECTION I – DISCLOSURE OF INTERESTED PARTIES**

Any Proposer that is to be awarded a contract with AISD that either (1) requires an action or vote by the school district before the contract may be signed, or (2) has a value of at least $1 million, must first file FORM 1295 with the Texas Ethics Commission as per Section 2252.908 Texas Government Code. AISD will not issue a contract with the awarded Proposer until this process has been completed and formally acknowledged by the AISD Procurement Representative.

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

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

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

**END OF SECTION I**

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## SECTION J – EVALUATION FACTORS FOR AWARD

**SECTION J – BEST VALUE FOR THE DISTRICT**

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

A. Proposer should submit their best proposal initially.
B. The District reserves the right to contact any Proposer for clarification after Proposals are opened and/or to further negotiate with any Proposer if such is legally permitted and deemed desirable by District. The communications restrictions above shall not apply to interaction with prohibited individuals during District-requested presentations, in a duly called open meeting of the Board of Trustees.
C. AISD may at its sole discretion, (1) reject any and all offers if such action is in the best interest of AISD; (2) accept other than the lowest priced offer if it is unreasonably low; (3) waive informalities or minor irregularities in offers received; (4) elect to clarify with one or more proposers.
D. In order to be considered responsive, Proposer must submit a complete technical and business document proposal. Should a proposer leave out a required document, the proposal may be considered non-responsive. Required submissions for the business document and technical proposal are listed in Section I.

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

A. AISD intends to award to the Proposer whose proposal is responsive to the solicitation and represents the best value to AISD. Selection of the best value to AISD will be achieved through a process of evaluating the submitted proposal against the Evaluation Criteria described herein. No information will be released about the received solicitation responses until after an official award has been made.

Requests for information will follow the AISD open records request process found at the following website: https://www.amaisd.org/open-records-requests-public-inform

B. AISD will evaluate proposals using the following factors and sub-factors as prescribed in Texas Education Code Sec.44.031:

| POINTS AWARDED | CRITERIA | DETAILED CRITERIA |
|---|---|---|
| 40 | PRICE OF E-RATE ELIGIBLE EQUIPMENT & SERVICES | - Eligible E-Rate goods and services evaluated |
| 25 | TECHNICAL SOLUTION & EQUIPMENT COMPATIBILITY | - Technical solution, equipment quality, and compatibility with AISD's network |
| 15 | INSTALLATION & MIGRATION PLAN | - Installation and migration plan, including testing, downtime, and completion schedule |
| 10 | VENDOR QUALIFICATIONS / COMPANY HISTORY / PAST PERFORMANCE | - Please provide 3 references from Texas School Districts (up to 10 points)<br>- Or 3 references from any other source (up to 7 points)<br>- If no references are listed Vendor will receive Zero points |
| 5 | PRICE OF INELGIBILE EQUIPMENT & SERVICES | - Total proposed cost of equipment & services not eligible for E-Rate funding, evaluated separately from eligible costs |
| 5 | WARRANTY & TECHNICAL SUPPORT | - Warranty coverage and duration, availability of technical support, response times, and procedures for repair or replacement of defective equipment |

**END OF SECTION J**

# AMARILLO INDEPENDENT SCHOOL DISTRICT (AISD)
# ATTACHMENT A - SUMMARY OF WORK
### Request for Proposals Number: 3717-27.11
### Optical Transport Modernization & Routed Optical Network Deployment

## 1. Purpose

Amarillo ISD is modernizing its core telecommunications backbone by migrating from an end-of-life Cisco NCS 2006 DWDM optical transponder ring to a next-generation Routed Optical Network (RON) operating natively over District-owned single-mode dark fiber. The scope encompasses 6 Core Hub Sites (including 2 Primary Data Centers) and 47 Remote School Campuses.

The turnkey engagement requires the awarded vendor to furnish, stage 'on top' of existing infrastructure, pre-test, rack, patch, tune, cutover, and operationalize all routing, switching, coherent transceivers, and dynamic OSPF routing.

**1.1 E-Rate Program Governance, Funding Year, & Eligibility Scope**

This procurement will be submitted for Universal Service Administrative Company (USAC) E-Rate discounts under Funding Year 2027 (July 1, 2027 – June 30, 2028) pursuant to FCC Form 470. Billing should be done via Servicer Provider Invoice (SPI).

**Category One (C1) Eligible Scope:** All core routing chassis, modular port adapters (MPAs), coherent optical transceivers (400G ZR/ZR+), intra-hub optical modules (QDD-400G-DR4-S=), base operating software, and initial-term manufacturer technical support lighting the District-owned dark fiber ring across the 6 Core Hubs and 47 Remote Campuses are designated strictly as Category One (C1) — Network Electronics to Light WAN.

**Authorized Delivery & Execution Schedule:** The implementation timeline is established as follows:

***Pre-Staging Hardware Delivery Window:***

- February 1, 2027 – May 31, 2027 (equipment delivery to contractor staging facility authorized prior to July 1 in compliance with USAC rules).

***On-Site Cutover Window:***

- June 1, 2027 – August 6, 2027 (all campus ring cutovers and stabilization must be completed prior to the 2027–2028 academic school year).

***Contract Completion Deadline:***

- All work, stability testing, and invoicing must conclude on or before September 30, 2027 (consistent with USAC non-recurring service deadline).

## 2. Equipment

The equipment listed below defines the baseline standard of performance, port density, optical reach, and system throughput. Vendors may propose the specified Cisco products or functionally equivalent solutions from industry-recognized networking manufacturers.

**Manufacturer Support & Service Level Agreement (SLA):**

**Core Hub Site Support & Licensing (5-Year):** Bidders must include a baseline five (5) year manufacturer hardware support and software licensing contract (Cisco SmartNet / DNA Advantage or approved manufacturer equivalent) for all routing, switching, and optical equipment deployed at the 6 Core Hub Sites, starting upon final system cutover.

**Remote Campus Support & Licensing (1-Year HW / 3-Year SW):** Bidders must include a baseline one (1) year manufacturer hardware support contract and a three (3) year software licensing contract for all equipment deployed at the 47 Remote School Campuses, starting upon final system cutover.

**Coverage & Response Level:** Support coverage must be 24x7x365 with Next Business Day (NBD) on-site advance hardware replacement and direct, unlimited 24x7 Tier-3 TAC/engineering support, including access to all minor/major operating system software patches and updates for the duration of the respective hardware terms. For equivalent manufacturer solutions, the bidder must demonstrate identical 24x7 engineering support and on-site hardware dispatch capabilities. All transceivers (including coherent ZR/ZR+ and intra-site DR4 modules) must carry full manufacturer support warranty coverage aligned with their host chassis.

| Category | Specified Part Number* | Description & Minimum Functional Requirements | Total Qty |
|---|---|---|---|
| **DC Core Routers** | NCS-57C3-MOD-SYS or equiv. | Modular Carrier-Grade Chassis, RP2-E w/SyncE, MPA-2D4H (48x1/10/25G, 8x40/100G, 2x400G) | 4 Units |
| **Hub Core Routers** | 8011-32Y8L2H2FH or equiv. | Fixed 1RU Carrier Router, 32x25G, 8x50G, 2x100G QSFP28, 2x400G QDD, 1.6Tbps throughput | 8 Units |
| **Hub Local Switches** | C9550-48L4CD or equiv. | 48-Port 1/10/25/50G + 4x100G / 2x400G Line-Rate L3 Aggregation Switch (Local Campus handoff) | 6 Units |
| **Campus Switches** | C9550-24L4CD or equiv. | 24-Port 1/10/25/50G + 4x100G / 2x400G Line-Rate L3 Switch (Remote School MDF edge) | 47 Units |
| **Core Coherent Optics with 5 years of HW support** | QDD400GBRT-2-BUN or equiv. | 400G Pluggable Bright ZR+ High-Tx Power QSFP-DD w/ SmartNet (Inter-Hub DWDM ring links) (Bundle of 2 DP04QSDD-HE0-A1) | 5 Units |
| **Core Intra-Site Optics** | QDD-400G-DR4-S= or equiv. | 400GBASE-DR4 MPO-12 Transceivers w/ SmartNet (Intra-Site Router A/B & DC interconnects; dual links per hub + spares) | 12 Units |
| **Core Reach Optics** | QDD-400G-LR4-S= or equiv. | 400GBASE-LR4 Duplex SMF Transceivers w/ SmartNet (10km Palo Duro - Caprock inter-hub link) | 2 Units |
| **Local Distribution Optics** | SFP-10G-SR-S= or equiv. | 10GBASE-SR SFP+ Optical Transceivers w/ SmartNet (Hub to local campus LAN handoffs) | 12 Units |
| **NCS Software RTUs** | ADN-100G-RTU-2 or equiv. | 100G RTU / Advantage SW Feature License for Modular DC Core Routers (NCS 57C3) | 48 Lic |
| **8000 Software RTUs** | ADN-NGA-10G-RTU or equiv. | Access Network Advantage RTU (per 10G capacity) for Hub Routers (Cisco 8011) | 800 Lic |
| **Campus Switch Lic.** | LIC-CS-CO-M-A / ADV or equiv. | Cisco DNA Advantage 3-Year Subscription Licenses (Must cover all required L3 functions for the 6 Hub Local Switches and 53 Campus Switches. Must be included in the itemized unit price.) | 53 Lic |

***Equivalence Evaluation Requirements:***

*MANDATORY 'OR EQUIVALENT' SPECIFICATION CLAUSE: Catalog numbers and manufacturer references are descriptive, not restrictive, and define the standard of quality desired. Proposers submitting alternate manufacturers must demonstrate strict functional, optical, throughput, and protocol equivalence. Alternate submittals must include: (1) Side-by-side hardware specification matrices; (2) Optical link budget compliance charts (confirming unamplified 400G ZR+ coherent operation); (3) Complete OSPF, BFD, and telemetry feature parity; and (4) Equivalent 5/3-year base hardware warranty and TAC support with optional 4th and 5th year extensions. AISD reserves the sole authority to determine functional equivalence.*

## 3. Architectural Hierarchy & Port Ingestion Boundaries

To guarantee deterministic wire-speed routing and protect packet forwarding hierarchies, interface connectivity is strictly partitioned as follows:

**Dedicated Hub Local Switching Handoff:** The six (6) Cisco Catalyst C9550-48L4CD (or equivalent) switches deployed at the 6 Hub Sites are dedicated exclusively to aggregating local facility traffic, local campus LAN distribution, and data center host services. Lateral school links SHALL NOT land on these switches.

**Lateral School Uplink Ingestion:** All lateral WAN fiber uplinks originating from the 47 remote school campuses will land directly into the core routing layer — terminating on the Cisco 8011 routers at hub sites or the Cisco NCS-57C3 modular routers at ESC and LDZ Data Centers (or approved equivalents).

**Intra-Site Interconnect:** At each of the 6 Hub Sites, Core Router A and Core Router B will be directly interconnected via 400G DR4 links.

## 4. Dual-Path Campus Connectivity & School ID Odd/Even Traffic Engineering Policy

The District's 47 remote school campuses utilize a dual-homed single-mode fiber architecture connecting across two distinct hub sites to provide active, simultaneous connectivity to both the ESC and LDZ Data Centers. The preferred plan is to reuse the existing optics from the current infrastructure in the new equipment. To prevent core link saturation and ensure balanced Data Center utilization, active traffic steering is governed by the District's School ID Odd/Even policy:

**Campus Cluster Distribution:**
Palo Duro / Caprock: 11 Schools; Caprock / AHS : 14 Schools; LDZ DC / Palo Duro: 10 Schools; LDZ DC / Tascosa: 5 Schools; Tascosa / ESC DC: 3 Schools; ESC DC / Amarillo: 4 Schools.

**ODD School ID Policy (ESC Data Center Egress):**
Campuses assigned an ODD School ID must have their Layer 3 OSPF routing engineered to actively utilize both Data Center paths—routing default egress traffic through the ESC Data Center while maintaining direct, active Layer 3 reachability to hosted services at the LDZ Data Center. Both ESC and LDZ are active core nodes on the ring.

**EVEN School ID Policy (LDZ Data Center Egress):**
Campuses assigned an EVEN School ID must have their Layer 3 OSPF routing engineered to actively utilize both Data Center paths—routing default egress traffic through the LDZ (De Zavala) Data Center while maintaining direct, active Layer 3 reachability to hosted services at the ESC Data Center. Both ESC and LDZ are active core nodes on the ring.

**OSPF Metric Engineering, Fast Convergence:**
The Contractor must achieve deterministic traffic steering and balanced bandwidth utilization across the optical ring via tuned OSPF cost metrics, stub/NSSA boundary summarization, and strict prefix controls. To ensure deterministic traffic engineering and sub-50ms dynamic routing convergence, the architecture must implement two complementary mechanisms:

- **Sub-50ms Dynamic Path Convergence**: Core ring paths must implement Loop-Free Alternate (LFA / TI-LFA) or platform-equivalent pre-computed alternate forwarding paths to maintain continuous data-plane forwarding within ≤ 50 ms during single-link or optical transceiver transitions.
- **Convergence Acceptance Testing**: Dynamic routing convergence will be validated during scheduled post-installation maintenance windows. The Contractor and District engineering team will inject line-rate bidirectional test traffic (via RFC 2544 / ITU-T Y.1564 traffic generation or

high-rate active probing) and simulate link-state transitions by administratively shutting ports and disconnecting optical jumpers at diverse points across the ring. Traffic reconvergence on LFA-protected core paths must measure under 50 ms total frame loss; paths relying on full OSPF SPF recalculation must reconverge within 500 ms.

## 5. Parallel 'On Top' Staging & Dark Fiber Cutover Strategy

Zero interruption to school day operations is a mandatory condition of contract. All deployment activities must follow a structured parallel-staging methodology:

**Parallel 'On Top' Deployment**: All new RON routers, aggregation switches, and optics must be racked, powered, and fully operationalized 'on top of' (in parallel with) active production equipment prior to moving any physical fiber.

**Interim NCS 2006 Optical Grooming**: Where dark fiber pairs cannot be doubled, the vendor must plan, configure, and verify interim optical circuits, transponder pass-throughs, or temporary wavelengths across the existing NCS 2006 DWDM infrastructure to validate connectivity before executing final cuts.

**Systematic Dark Fiber Swing:** Dark fiber pairs will be sequentially moved from the legacy NCS 2006 transponders directly to the new 400G RON router optics during approved evening maintenance windows (6:00 PM – 5:00 AM CST). Each span cut must be optically and logically verified prior to proceeding to the next segment.

## 6. Detailed Phased Statement of Work

**Phase 1: Secure Pre-Staging Lab:**
Receive, inspect, and asset tag all chassis; flash golden operating system images (IOS-XR / IOS-XE or equivalent); bind smart licenses; apply baseline District hardening templates; execute 48-hour continuous burn-in load testing.

**Phase 2: Optical Characterization:**
Perform bidirectional OTDR traces, optical return loss (ORL) measurements, and power level validation across all ring spans currently terminating on NCS transponders. Validate unamplified 400G Bright ZR+ link budgets. Clean and scope all fiber bulkheads to IEC 61300-3-35 standards.

**Phase 3: Parallel Installation:**
Mount equipment into designated MDF racks at 6 Hub Sites and 47 School MDFs. Connect dual power supplies to independent UPS/utility feeds. Pre-run and label new LC-LC and MPO-12 patch jumpers.

**Phase 4: Dynamic OSPF & Core Routing:**
Configure DWDM grid frequencies, TX power, pre-FEC BER telemetry, OSPFv2/OSPFv3 multi-area routing, and Odd/Even School ID traffic engineering policies.

**Phase 5: Phased Evening Cutover:**
Execute overnight cuts (6:00 PM – 5:00 AM CST), swing dark fiber spans sequentially, verify OSPF convergence, and swing school uplinks.

## 7. Required Vendor Deliverables

**D1: Low-Level Design (LLD) & NIP**:
Detailed engineering design document containing OSPF area mapping, Odd/Even cost metric tables, optical power budgets, port assignment matrices, and rollback runbooks.

**D2: Pre-Staging & Burn-In Certification**:
Lab audit report certifying 48-hour zero-defect burn-in completion, serial-to-MAC mapping, and asset tag logs.

**D3: Optical Test & Cleanliness Certification**:
Bidirectional OTDR traces, optical loss logs, and digital end-face inspection photos for every migrated fiber strand.

**D4: Interim NCS Configuration Playbook**:
Documented configuration procedures for temporary circuits/wavelengths deployed across the NCS 2006 system.

**D5: As-Built Documentation & Knowledge Transfer**:
Final updated Visio topology schematics, gold configuration backups, and an 8-hour hands-on technical training workshop for District engineering staff.

**D6: Final System Acceptance, Stability Period, & Milestone Release**
Final System Acceptance is the formal milestone confirming the network meets all contractual, architectural, and operational performance standards prior to contract closeout and final retainer disbursement.

- **Designated Approver:** All test plans, test results, deliverable sign-offs, and the Certificate of Final Acceptance must be formally approved in writing by the AISD Chief Technology Officer. Approvals from field engineers, project managers, or contractors do not constitute final acceptance.
- **Acceptance Gate Criteria & Required Verification Testing:** Before entering the 14-day Operational Stability Period, the Contractor must complete and document the following acceptance test procedures in an AISD-approved Network Acceptance Testing (NAT) log:
    - **Throughput & Latency Validation**: Full-duplex RFC 2544 / ITU-T Y.1564 synthetic line-rate testing across all provisioned Routed Optical links at 100% committed information rate (CIR) with zero packet drop and frame loss ratio (FLR) ≤ 10^-6.
    - **Automated Link/Route Failover Testing**: Simulation of planned and unplanned outages (physical fiber pulls and administrative interface shutdowns) across all ring spans. Traffic restoration on core paths utilizing BFD and TI-LFA / FRR must restore data flow within ≤ 50 ms total frame loss; unprotected SPF reconvergence must complete within ≤ 500 ms.
    - **Optical Health & Margin Audit**: Digital scope inspection showing zero end-face contamination and bidirectional optical power readings confirming receiver margins meet or exceed design thresholds specified in D1 (Low-Level Design).
    - **Deliverable Sign-Off**: Complete delivery and formal AISD engineering sign-off on deliverables D1 through D5, including updated Visio topology diagrams, gold configuration backups, and completion of the mandatory 8-hour hands-on technical training workshop. Additionally, the Contractor must submit a finalized asset inventory report to the District documenting the exact physical installation location of all deployed equipment by serial number and AISD asset tag.

- **14-Day Operational Stability Period:** Following the successful completion and AISD sign-off of the verification testing above, all live production traffic will be migrated to the new Routed Optical Network, initiating a mandatory 14 consecutive calendar day Operational Stability Period:
    - **Commencement Trigger:** The stability clock begins at 00:01 AM on the first calendar day following 100% production cutover and AISD's written approval of the NAT test report.
    - **Pass / Success Criteria**: The stability period is deemed successful if the network operates for 14 continuous days without a Severity 1 (Critical) or Severity 2 (Major) network outage or degradation attributable to hardware defects, software instability, vendor configuration defects, or optical link flaps.
    - **Clock Reset for Significant Faults**: Any Severity 1 incident (e.g., loss of connectivity across a hub site, core ring partition, or service-impacting hardware failure) will immediately abort the test, require root-cause remediation by the Contractor, and fully restart the 14-day clock at Day 1. Any Severity 2 incident (e.g., loss of link redundancy, recurring interface flapping, or memory/CPU leak) will pause the stability clock; if corrective action is not completed within 24 hours, the clock resets to Day 1. Carrier/third-party fiber cuts outside contractor control pause the clock for the duration of the event rather than resetting it.

- **Milestone Payments:** Final Acceptance and contract billing are phased to protect District operations:
    - **Conditional Acceptance (In-Service):** Upon successful completion of Verification Testing and migration of live production traffic, the Contractor achieves Conditional Acceptance.
    - **Final Acceptance & Retainage Release:** AISD will withhold ten percent (10%) of each approved progress payment as retainage, totaling ten percent (10%) of the final contract price. Retainage becomes payable upon successful completion of the required 14-day operational stability period, correction of outstanding deficiencies, site cleanup, and delivery of all required documentation and training. Following written approval by the AISD Chief Technology Officer, the contractor may invoice for the final retained balance.

**AMARILLO INDEPENDENT SCHOOL DISTRICT**

# Attachment B Pricing Proposal Summary

**RFP 3717-27.11**

Optical Transport Modernization & Routed Optical Network Deployment

Vendor Legal Name: _____

Contact: _____ Email / Phone: _____

SPIN / 498 ID: _____ Proposal Date: _____

**Instructions**

Provide a fixed price for the complete base scope in Attachment A. Complete the summary below and the itemized schedules that follow. Attach continuation sheets with the same columns as needed. Identify the campus, hub, or group of locations for each line, using Attachment D as applicable.

Show full costs before the E-Rate discount. For every line, the eligible amount plus the ineligible amount must equal the extended price. Explain allocations for partially eligible items. Do not assume every item or service is eligible. Eligibility is subject to District and USAC review.

Enter $0.00 for no-cost items and N/A for items not proposed. Identify included costs by referencing the line where they are priced; do not count the same cost twice. Include freight and all required charges. Show optional items separately and exclude them from the base total.

**Base proposal cost summary**

| Cost category | Eligible amount | Ineligible amount | Total amount |
|---|---|---|---|
| Equipment and optics (Schedule 1) | | | |
| Licenses and subscriptions (Schedule 2) | | | |
| Installation and implementation (Schedule 3) | | | |
| Warranty and technical support (Schedule 3) | | | |
| Other required charges (Schedule 3) | | | |
| | | | |
| **TOTAL BASE PROPOSAL** | **$** | **$** | **$** |

The total base proposal must reconcile to all itemized schedules and include the entire required license and support terms. Separately identify any recurring charges and renewal options.

**AMARILLO INDEPENDENT SCHOOL DISTRICT**

# Attachment B Equipment and Optics

**RFP 3717-27.11**

Optical Transport Modernization & Routed Optical Network Deployment

Vendor: _____

Enter quantity, unit price, extended price, and eligibility amounts for each category. Identify manufacturer, model, part number, proposed equivalents, locations, and line IDs in an attached detailed bill of materials. Quantities must follow the final Attachment A. Include necessary power supplies, fans, rack hardware, cables, connectors, and accessories; identify where those costs are priced.

**Schedule 1 Equipment and optics**

| Equipment category | Qty | Unit price | Extended price | Eligible amount | Ineligible amount |
|---|---|---|---|---|---|
| DC core routers | | | | | |
| Hub core routers | | | | | |
| Hub local switches | | | | | |
| Campus switches | | | | | |
| Core coherent optics | | | | | |
| Core intra-site optics | | | | | |
| Core reach optics | | | | | |
| Local distribution optics | | | | | |
| Campus WAN uplink optics | | | | | |
| Other required equipment / accessories | | | | | |
| **EQUIPMENT SUBTOTAL** | | | **$** | **$** | **$** |

**AMARILLO INDEPENDENT SCHOOL DISTRICT**

# Attachment B Licenses and Pricing Details

**RFP 3717-27.11**

Optical Transport Modernization & Routed Optical Network Deployment

Vendor: _____

### Schedule 2 Licenses and subscriptions

List feature tier, licensed capacity, device count, and term/start trigger for each license in the detailed bill of materials. Price the full required term, including all required activation or subscription charges.

| License category | Qty | Unit price | Extended price | Eligible amount | Ineligible amount |
|---|---|---|---|---|---|
| DC core router licenses | | | | | |
| Hub core router licenses | | | | | |
| Campus / hub switch licenses | | | | | |
| Other required licenses / subscriptions | | | | | |
| **LICENSE SUBTOTAL** | | | **$** | **$** | **$** |

### Product and license pricing notes

_____

_____

### Eligibility allocations and term details

For each partially eligible item, provide the schedule/line ID, eligible percentage, allocation method, and supporting basis. Identify any eligibility assumptions requiring District confirmation. Attach additional detail as needed.

_____

_____

Warranty / support term and start trigger: _____

Recurring charges and renewal terms, if any: _____

### Optional items and pricing conditions

List optional items and prices separately from the base proposal. Identify any exclusions or pricing conditions and cross-reference the applicable proposal exception. Do not include optional renewals in the base total unless required by Attachment A.

_____

_____

Pricing valid through: _____

**AMARILLO INDEPENDENT SCHOOL DISTRICT**

# Attachment B Installation and Services

**RFP 3717-27.11**

Optical Transport Modernization & Routed Optical Network Deployment

Vendor: _____

Itemize services below. Attach a breakdown identifying locations, scope, quantity or hours, unit rates, and extended amounts. Fixed-price services may use quantity 1, with a supporting breakdown. Show the complete required support term and separate each service with a different eligibility allocation.

**Schedule 3 Services and other required charges**

| Service / cost category | Eligible amount | Ineligible amount | Total amount |
|---|---|---|---|
| Installation: design and project management | | | |
| Installation: staging and lab burn-in | | | |
| Installation: fiber testing and cleaning | | | |
| Installation: rack, power, patching and labeling | | | |
| Installation: routing configuration and cutover | | | |
| Installation: acceptance testing, documentation and training | | | |
| INSTALLATION SUBTOTAL | | | |
| Warranty and technical support | | | |
| Other required charges (describe in detail) | | | |
| | | | |

Transfer the installation subtotal, warranty/support, and other charges to their corresponding rows on page 1. Do not add the installation subtotal to its component rows a second time.

**AMARILLO INDEPENDENT SCHOOL DISTRICT**

# Attachment B E Rate Vendor Certification

**RFP 3717-27.11**

Optical Transport Modernization & Routed Optical Network Deployment

Vendor: _____

## E Rate acknowledgments

By signing below, the vendor acknowledges and agrees to the following:

1. The vendor will comply with applicable E-Rate requirements, including Lowest Corresponding Price, gift restrictions, and document retention requirements.

2. The proposal separately identifies eligible and ineligible costs and explains allocations for partially eligible items. Eligibility is subject to District and USAC review.

3. The vendor will provide accurate item descriptions, manufacturer part numbers, quantities, pricing, and supporting information needed for the District's E-Rate application, review, invoicing, and audits.

4. The vendor will complete the applicable Service Provider Annual Certification (FCC Form 473) for each applicable funding year before USAC processes and pays E-Rate invoices.

5. The vendor will cooperate with the District's selected invoicing method, either Service Provider Invoicing (SPI) or Billed Entity Applicant Reimbursement (BEAR), as provided in the RFP.

6. The vendor will bill the District for its required non-discounted share and applicable ineligible costs and will not waive or credit the required non-discounted share in violation of E-Rate rules.

## Vendor certification

The undersigned certifies that the pricing covers the complete base scope, subject only to exceptions expressly identified in the proposal, and that the eligible and ineligible costs are separately stated.

Authorized Name / Title: _____

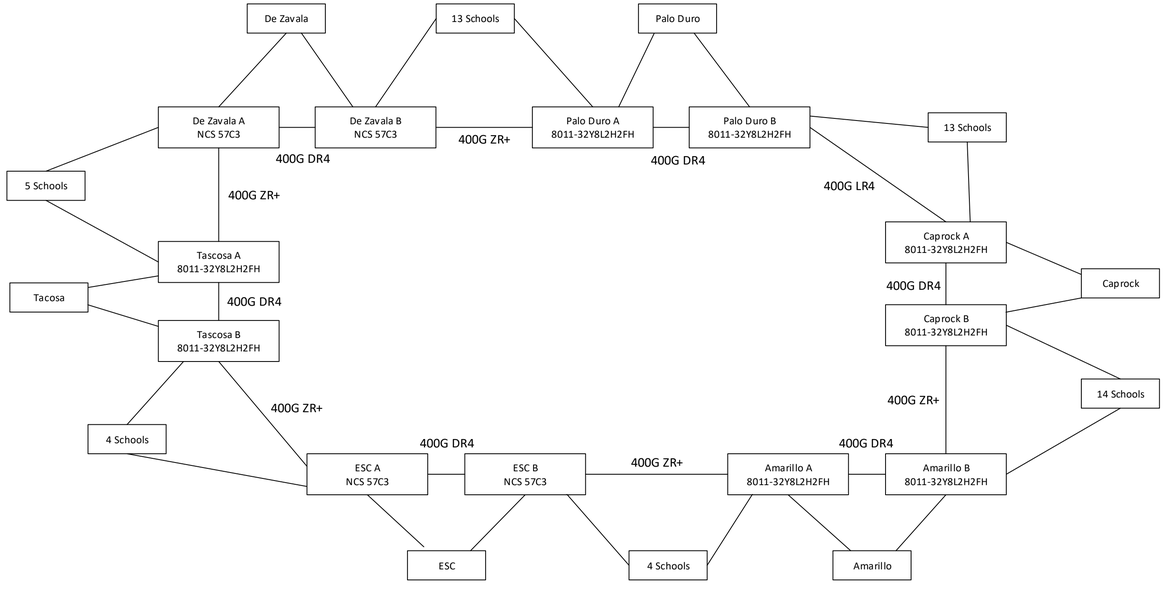
Signature: _____ Date: _____

NCS-57C3-MOD-SYS
RP2-E Route Processor
Qty 1 MPA-2D4H
48 1/10/25G + 8 40/100G + 2 400G
12 100G licenses per router
8x5xNBD support 7yrs

8011-32Y8L2H2FH
32x25G + 8x50G + 2x100G + 2x400G QDD
Supports 1.6T of int bandwidth
100 10G license per router
8x5xNBD support 7yrs

6 Hub Sites Switching
C9550-48L4CD
48x1/10/25/50G + 4x100G / 2x400G
Line rate throughput at 3.2Tbps
Advanced Feature Set
8x5xNBD support 7yrs

Non Hub Sites Switching
C9550-24L4CD
24x1/10/25/50G + 4x100G / 2x400G
Line rate throughput at 3.2Tbps
Advanced Feature Set
8x5xNBD support 7yrs



# ATTACHMENT D - AISD CAMPUS & SITE LOCATIONS

| Campus Site / Location | Street Address | Zip | Site Type | Assigned Hub / Ring |
|---|---|---|---|---|
| Amarillo High | 4225 Danbury | 79109 | Core Hub | Amarillo High School |
| Caprock High | 3001 E 34th | 79103 | Core Hub | Caprock High School |
| Palo Duro High | 1400 N Grant | 79107 | Core Hub | Palo Duro High School |
| Tascosa High | 3921 Westlawn | 79102 | Core Hub | Tascosa High School |
| AmTech Career Academy | 3601 Plains Blvd | 79102 | School Campus | |
| North Heights | 607 N Hughes | 79107 | School Campus | |
| Allen 6th Grade Campus | 700 N Lincoln | 79107 | School Campus | |
| Austin | 1808 Wimberly | 79109 | School Campus | |
| Bonham | 5600 SW 49th | 79109 | School Campus | |
| Bowie 6th Grade Campus | 2905 Tee Anchor Blvd | 79104 | School Campus | |
| Bowie | 2901 Tee Anchor Blvd | 79104 | School Campus | |
| Crockett | 4720 Floyd | 79106 | School Campus | |
| De Zavala | 2801 N Coulter | 79124 | Core Hub | LDZ |
| Fannin | 4627 Rusk | 79110 | School Campus | |
| Houston | 815 Independence | 79106 | School Campus | |
| Mann | 610 N Buchanan | 79107 | School Campus | |
| Travis 6th Grade Campus | 2801 NE 24th | 79107 | School Campus | |
| Travis | 2815 Martin Road | 79107 | School Campus | |
| Avondale | 1500 Avondale | 79106 | School Campus | |
| Belmar | 6342 Adirondack | 79106 | School Campus | |
| Bivins | 1500 S Fannin | 79102 | School Campus | |
| George Washington Carver Early Childhood Academy | 1800 N Travis | 79107 | School Campus | |
| George Washington Carver Elementary Academy | 1905 NW 12th | 79107 | School Campus | |
| Coronado | 3210 Wimberly | 79109 | School Campus | |
| Eastridge | 1314 Evergreen | 79107 | School Campus | |
| Emerson | 600 N Cleveland | 79107 | School Campus | |
| Forest Hill | 3515 Amarillo Blvd E | 79107 | School Campus | |
| Glenwood | 2407 S Houston | 79103 | School Campus | |
| Hamlet | 705 Sycamore | 79107 | School Campus | |
| Humphrey's Highland | 3901 SE 15th | 79104 | School Campus | |
| Lamar | 3800 S Lipscomb | 79110 | School Campus | |
| Landergin | 3209 S Taylor | 79109 | School Campus | |
| Lawndale | 2219 S Bivins | 79103 | School Campus | |
| Mesa Verde | 4011 Beaver | 79107 | School Campus | |
| Oak Dale | 2711 S Hill | 79103 | School Campus | |
| Olsen Park | 2409 Anna | 79106 | School Campus | |
| Paramount Terrace | 3906 Cougar Dr | 79109 | School Campus | |
| Puckett | 6700 Oakhurst | 79109 | School Campus | |
| Ridgecrest | 5306 SW 37th | 79109 | School Campus | |
| Rogers | 920 N Mirror | 79107 | School Campus | |
| San Jacinto | 3400 W 4th | 79106 | School Campus | |
| Sanborn | 700 S Roberts | 79102 | School Campus | |
| Sleepy Hollow | 3435 Reeder | 79121 | School Campus | |
| South Georgia | 5018 Susan | 79110 | School Campus | |
| South Lawn | 4719 S Bowie | 79110 | School Campus | |
| Tradewind | 4300 Williams | 79118 | School Campus | |
| Western Plateau | 4927 Shawnee | 79109 | School Campus | |
| Whittier | 2004 N Marrs | 79107 | School Campus | |
| Wills | 3500 W 11th | 79106 | School Campus | |
| Windsor | 6700 Hyde Pkwy | 79109 | School Campus | |
| Wolflin | 2026 S Hughes | 79109 | School Campus | |
| Woodlands | 2501 N Coulter | 79124 | School Campus | |
| Rod Schroder Educaiton Support Center | 7200 I-40 W | 79106 | Core Hub | ESC |

# EXHIBIT D - Amarillo Independent School District (AISD) Minimum Insurance Requirements

| Policy Type | Professional Service Providers | General On-Site Services | Construction and Maintenance Under $5 Million | Construction and Maintenance Over $5 million |
|---|---|---|---|---|
| **COMMERCIAL GENERAL LIABILITY** | | | | |
| Each Occurrence | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 |
| Fire Legal Liability [Damage to Rented Premises] | 100,000 | 100,000 | 100,000 | 100,000 |
| Premises Medical | 5,000 | 5,000 | 5,000 | 5,000 |
| Personal & Advertising Injury | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 |
| General Aggregate | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 |
| Products - Completed Operations | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 |
| Independent Contractors | Yes | Yes | Yes | Yes |
| Broad Form Property Damage | Yes | Yes | Yes | Yes |
| Per Project Aggregate Limit | Yes | Yes | Yes | Yes |
| Pollution Liability (if applicable) | Yes | Yes | Yes | Yes |
| Explosion, Collapse, Underground (if applicable) | Yes | Yes | Yes | Yes |
| Contractor Professional Liability | Not Required | Not Required | Yes | Yes |
| Sexual Abuse & Molestation | Yes | Yes | Yes | Yes |
| **Endorsements Required in favor of AISD:** | | | | |
| Additional Insured | Yes | Yes | Yes | Yes |
| Waiver of Subrogation | Yes | Yes | Yes | Yes |
| Notice of Cancellation or Non Renewal | 30 Days | 30 Days | 30 Days | 30 Days |
| **COMMERCIAL AUTO LIABILITY** | | | | |
| Combined Single Limit | 1,000,000 per occurrence | 1,000,000 per occurrence | 1,000,000 per occurrence | 1,000,000 per occurrence |
| **Endorsements Required in favor of AISD:** | | | | |
| Additional Insured | Yes | Yes | Yes | Yes |
| Waiver of Subrogation | Yes | Yes | Yes | Yes |
| Notice of Cancellation or Non Renewal | 30 Days | 30 Days | 30 Days | 30 Days |
| **UMBRELLA LIABILITY (EXCESS)** | | | | |
| Excess of General, automobile and Employers Liability | 100% of Proposal or Project;<br>Minimum Limit 1,000,000<br>Maximum 5,000,000 | 100% of Proposal or Project;<br>Minimum Limit 1,000,000<br>Maximum 5,000,000 | 100% of Proposal or Project;<br>Minimum Limit 1,000,000<br>Maximum 5,000,000 | 100% of Proposal or Project;<br>Minimum Limit 5,000,000<br>Maximum Limit 10,000,000 |
| **Endorsements Required in favor of AISD:** | | | | |
| Additional Insured | Yes | Yes | Yes | Yes |
| Waiver of Subrogation | Yes | Yes | Yes | Yes |
| Notice of Cancellation or Non Renewal | 30 Days | 30 Days | 30 Days | 30 Days |
| **STATUTORY WORKERS' COMPENSATION** | MINNUM LIMITS - STATUTORY | MINNUM LIMITS - STATUTORY | MINNUM LIMITS - STATUTORY | MINNUM LIMITS - STATUTORY |
| **Endorsements Required in favor of AISD** | | | | |
| Waiver of Subrogation | Yes | Yes | Yes | Yes |
| Notice of Cancellation or Non Renewal | 30 Days | 30 Days | 30 Days | 30 Days |
| **BUILDERS RISK** | | | | |
| Builders Risk Amount | Only if applicable | Only if applicable | 100% of Proposal Amount | 100% of Proposal Amount |
| Flood | Only if applicable | Only if applicable | Required for Construction | Required for Construction |
| Terrorism | Only if applicable | Only if applicable | Required for Construction | Required for Construction |
| Permission to Occupy Granted | Only if applicable | Only if applicable | Required for Construction | Required for Construction |
| **Endorsements Required in favor of AISD:** | | | | |
| Additional Insured | Yes | Yes | Yes | Yes |
| Waiver of Subrogation | Yes | Yes | Yes | Yes |
| Notice of Cancellation or Non Renewal | 30 Days | 30 Days | 30 Days | 30 Days |
| **PROFESSIONAL ERRORS & OMISSIONS LIABILITY** | 100% of Proposal or Project;<br>Minimum Limit 1,000,000<br>Maximum Limit 10,000,000 | Not Applicable | Not Applicable | Not Applicable |
| Retroactive Date preceding Date of Contract | Required | Not Applicable | Not Applicable | Not Applicable |
| Extended Reporting Period | Required | Not Applicable | Not Applicable | Not Applicable |
| Insurance Company A.M. Best Rating (Minimum) | A-VII | A-VII | A-VII | A-VII |

Notes
AISD, its officers, employees, and elected representative must be named as additional insured on all policies except workers' compensation or professional errors & omissions liability.

## 1. ACCESS TO AISD PROPERTY

(a) Personnel Access. All personnel of the Vendor and its subcontractors who require access to the premises of any AISD property in performance of work under this Agreement will be subject to the safety and security controls set by these terms. Unless otherwise expressly provided in this Agreement, all Vendor personnel engaged in the performance of work under this Agreement on the premises of AISD property, must undergo a background check as prescribed in Texas Education Code Chapter 22 and AISD's CJA Legal Policy (see policy at the following link: https://pol.tasb.org/Policy/Code/1004?filter=CJA) regarding its "covered employees". It is the responsibility of the Vendor to ensure any individuals employed or subcontracted under this agreement meet the requirements to work on AISD property as described in Texas Education Code Chapter 22 and AISD's CJA Legal Policy.

(1) If Vendor is required by Chapter 22 and AISD's CJA Legal Policy to obtain the information from the Fingerprint-based Applicant Clearinghouse of Texas (FACT), or if the vendor will be on AISD Property without an authorized AISD Employee Escort, then Vendor will be required to allow the District to subscribe to that person's criminal history record information for as long as the person is employed by Vendor or work is being executed by the Vendor. Before beginning any Work on the Project, Vendor will provide AISD written certification, on a form provided by AISD (Exhibit A), to AISD that Vendor has complied with the statutory requirements as of that date and vendor shall follow the procedure to allow all their employees and subcontracted employees to be background checked as outlined in Exhibit E. Vendor shall assume all expenses associated with obtaining criminal history record information through the FACT system. Vendor shall also be responsible to ensure all subcontractors comply with the same requirements. Vendor shall have the following two options for employees of subcontractors.

a. Vendor shall provide AISD written certification from all subcontractors, on a form provided by AISD (Exhibit A), that Vendor's subcontractors have complied with the statutory requirements as of that date and have performed background checks through the FACT system. Or,
b. Vendor shall coordinate running background checks of all employees of subcontractors through the District's background check FACT account and be responsible for those results

Should AISD rule that a Vendor or Vendor's subcontractor has certified incorrectly, a new Certification will be signed and returned to AISD and all provisions related to Chapter 22 and CJA Legal shall be followed.

(2) The vendor shall utilize AISD's background check system with FACT. The procedure and required forms can be seen in Exhibit E.

(b) Acceptance of Personnel. Vendor shall withdraw and replace any individual, including Vendor or subcontractor employee assigned to work hereunder who, in the judgment of AISD, is not qualified or desirable for such purpose. Requests for withdrawal or replacement may include, but are not limited to:

(1) Inappropriate behavior towards students, staff or the public.
(2) Security concerns towards, students, staff or the public.
(3) Safety concerns in performance of work, or towards, students, staff or the public.
(4) Violating AISD's Conduct on School Premises policy
(5) Damage to AISD property with or without notification
(6) Any unlawful acts while on AISD property
(7) All Vendor personnel may be removed if Vendor has not submitted adequate proof of required insurance coverage. *See* Section 7 for more information.

## 2. CONDUCT OF VENDOR WHILE ON AISD PROPERTY

(a) The following personnel standards shall apply to all Vendor's personnel assigned to AISD premises. The Vendor shall employ only orderly and competent workers, skilled in the performance of the services. The Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, tobacco, products, illegal drugs or controlled substances while on the job or on AISD's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the project. *See* Board Policy GKA regarding conduct on school premises at the following link: https://pol.tasb.org/Policy/Code/1004?filter=GKA. The use of profanity on school property will not be tolerated.

(b) Contractor's personnel assigned to the project should present a positive appearance that reflects good personal grooming habits.

(c) All personnel of Vendor and its subcontractors must comply with lockdowns, lockouts, fire drills or any other emergency situation as directed by the Principal of the school, or designated person of the site at which work is being performed. Definitions and required actions for these events are below:

(1) **Lock Out** - No one can leave or enter the school. You are free to walk in the hallways of a school but cannot exit the school until the Public Announcement has lifted the Lock Out. Any workers outside the building must be instructed to go to the construction trailer until the Lock Out has been lifted.
(2) **Lock Down** - You are no longer free to walk in the hallway. You must be in a room behind a closed door. No workers are allowed to be working on the exterior of the property. Any workers outside the building must be instructed to go to the construction trailer until the Lock Out has been lifted.
(3) **Fire Drills** - All personnel must exit the building during a Fire Drill.

(d) Unless prior arrangements have been made with AISD, there will be no use of **student** restrooms under any circumstance. All personnel of vendor and its subcontractors shall never enter a **student** restroom. The only time this provision may be waived, is in the event the restroom has been closed to the student population. Otherwise, Vendor's personnel is only permitted to use a restroom designated for staff. It will be the responsibility of the vendor to check with campus or district staff to identify the difference between student and staff restroom at that campus.

(e) Unless prior arrangements have been made with AISD do not use AISD equipment, cleaning supplies, dumpsters or neighboring dumpsters for trash created in performance of this agreement. The only exception to this will be using AISD fire extinguishers and an automated external defibrillator ("AED") in the event of an emergency.

(f) No radios, "jam boxes", cell phone music, ear buds etc. will be allowed onsite while performing services. This does not include radio/walkie-talkies used for communication purposes only.

(g) Personnel of Vendor and its subcontractors are to have no contact with students.

(1) When required by AISD, Vendor shall develop a Security Plan that will specify policies and procedures to limit all personnel of Vendor and its subcontractors' contact with students.

(2) If a Security Plan is required by AISD, Vendor shall train all personnel of Vendor and subcontractors on its security plan and provide a list of all employees that will be onsite with acknowledgement they have gone through Vendor's training.

(h) Personnel of Vendor and its subcontractors, are required to wear a badge at all times. *See* Section 5 below for further details.

(i) Personnel of Vendor and its subcontractors, may not enter any Secure Testing Storage Room, as designated with a red sign, at any time.

(j) No work creating a disturbance shall be allowed to be performed on State testing or make-up days. A copy of the school calendar can be found at the AISD website, www.amaisd.org.

(k) AISD may stop work or require adjustments to work schedules for any AISD event deemed necessary.

(l) Unless prior arrangements have been made with AISD, Vendor should provide all equipment in performance of their work. AISD will not allow Vendor to operate AISD-owned equipment.

## 3. SAFETY

(a) The Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and related programs in connection with the project. Vendor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988, OSHA requirements, MSDS requirements, etc.).

(b) The safety of building and site occupants, Personnel of Vendor and subcontractors shall be monitored by Vendor at all times.

(c) It is the responsibility of the Vendor to implement their safety protocols and comply with all safety requirements (OSHA requirements, MSDS requirements, etc.) at all times.

(d) The Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all personnel and individuals on AISD's premises who may be affected by the work, all materials and equipment (whether in storage on or off the site, under the care, custody or control of the Vendor or any subcontractors), and other property at the site or adjacent thereto, including but not limited to other buildings, fencing, trees, shrubs, lawns, walks, athletic fields, facilities and tracks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the work.

(e) It is the responsibility of the Vendor to implement their safety protocol in the event of an emergency with their own personnel or subcontractor's personnel.
(f) In the event of an emergency during normal school hours, Vendor must immediately seek emergency assistance by contacting 911, and then as soon as safe to do so, the Principal or AISD designee.
(g) In the event of an emergency after normal school hours Vendor must immediately seek emergency assistance by contacting 911, and then contact AISD's 24-hour emergency number, (806) 678-0186, to notify the District.
(h) Fire protection – Fire extinguishers are available in buildings for emergency use. Vendor is required to furnish fire extinguishers as required for completion of Vendor's safe completion of the scope of work.
(i) Asbestos. Nothing stated or implied in the Agreement specifications is to be interpreted as requiring or permitting the use of any asbestos-containing material of any kind. In accordance with the Asbestos Hazard Emergency Response Act (AHERA), AISD is informing the Vendor that asbestos containing building material (ACBM) has been identified in various district-owned buildings. For the protection of all students, employees, and workers, all Vendors, prior to work being performed within AISD buildings, shall assign a representative to either review the asbestos management plan located in the administration office of the campus, or contact AISD's Asbestos Designated Person, to verify if any ACBM is present in the projected work area. Contact the AISD Maintenance Department for contact information of the Asbestos Designated Person.

## 4. SECURITY

**All Amarillo ISD contractors shall follow the below listed policies and protocols when working on an AISD facility within the secured perimeter or inside of a secured exterior door. Contractors when working with AISD are expected to become a proactive partner with AISD in assuring a safe and secure environment for our staff and students. The following checklist will be addressed with the involved parties prior to any work beginning.**

(a) All employees working on AISD projects will be required to be fingerprinted and badged prior to being allowed on campus.
(b) When arriving to AISD's maintenance department for badging the following protocols will be thoroughly reviewed with all employees to be on property.
(c) All employees to be on AISD property will be required to sign the protocols document to verify they understand these policies.
(d) At no time will any employee bar, prop or render an exterior door or gate as unsecured.
(e) All personnel shall be responsible for assuring that any door/gate they enter through is secured behind them.
(f) Any personnel that exits a property must assure that the door/gate is secured behind them and will need to arrange for re-entry upon their return.
(g) If a key is issued to a contractor foreman the proper documentation shall be completed to assure return of the key at the conclusion of the project.
(h) Company owner or foreman will be required to email a list to Steve Scott of subcontractors and locations they will be working at on a daily basis for each campus involved.
(i) The work site is to remain in a safe condition and be secured in a safe condition before leaving daily
(j) Contractor Foreman or owner will attend a pre-construction meeting with the Campus Principal and Steve Scott. This will occur prior to any construction or work to begin.

## 5. BADGES

(a) Personnel of Vendor and its subcontractors, are required to wear a badge at all times. A badge must be worn in a manner that allows it to be visible at any time.

(b) For all onsite services other than Construction, Vendor will be required to fill out a badge request form for each worker requiring a badge, and pickup badges for all personnel of the Vendor and its subcontractor at the AISD Maintenance Office, 905 E. Street, Amarillo, TX 79107. Pre-arrangements are mandatory. *See* Exhibit B for AISD Contractor Badge Request form. Depending on the length of the Agreement, Vendor may be issued either a temporary paper badge, or a long-term plastic badge.

(c) For Construction services, Vendor will be required to coordinate badging for its project team and all subcontractors. Vendor shall coordinate this with their designated AISD representative.

(d) Identification badges are considered AISD property and must be returned immediately to AISD upon request of AISD, termination of employment or upon job completion. **Failure to return badges may result in delay of project close-out.**

## 6. WORKSITE HOUSEKEEPING REQUIREMENTS

(a) All work areas are to be kept clean at all times. The Vendor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by operations under the agreement and shall, not less than two times each week, clean up by removing rubbish, including old and surplus materials. At the completion of the work, the Vendor shall remove all waste materials and rubbish from District property as well as tools, construction equipment, machinery and surplus materials. Surplus and waste materials removed from the site of the Work shall be disposed of at locations satisfactory to AISD. Vendor shall clean, sweep, mop, brush and polish, as appropriate, the interior of the improvements or project area(s), including but not limited to, any floors, carpeting, ducts, fixtures, and ventilation units operated during construction. Vendor shall clean exterior gutters, drainage, walkways, driveways and roofs of debris, as appropriate.

(b) Work sites will be inspected on a regular basis and may be shut down as directed by the AISD designated representative.

(c) The Vendor's Project Superintendent is required to check work site and storage areas at the end of each work day to verify that no foreign objects are lying about or materials are not placed in the designated areas and take corrective actions for non-compliance.

(d) The Vendor is responsible to keep all work sites clean of all foreign debris and objects at all times.

(e) The Vendor is responsible for all scheduled pickups and removals of debris / trash / etc.

(f) The delivery of material, and or delivery and removal of dumpsters or haul trucks will be PROHIBITED during the following hours:

(1) During Student Drop Off and School Start Time, Typically 7:30 AM – 8:30 AM Central Time

(2) During Student Pickup and School End Time, Typically 3:00 PM – 4:30 PM Central Time

(3) Any other time that an AISD designee prohibits delivery or removal to occur due to site special events or other AISD events.

(g) Any work being performed around a finished product or property is required to be protected at all times to prevent any damage. Protection is required of all adjacent areas where the work is being performed. The Vendor is required to clean the work sites at the end of each day for the duration of the Project to prevent damage to walls, structure, façade, property, HVAC operations, Life Safety operations, etc.

## 7. INSURANCE REQUIREMENTS

(a) General. Unless specified elsewhere in this Agreement, Vendor, at its own expense, must provide and maintain during the entire performance of this Agreement the minimum insurance limits as stated in Exhibit C, attached hereto and titled Insurance Requirements.

(b) Certificates. Before beginning onsite work under this Agreement, Vendor must submit to the AISD Designated Representative, a certificate of liability insurance (former ACORD form 25 or equivalent compliant with applicable state laws) certifying that the required insurance has been obtained. All insurers on the certificate must have an A.M. Best Company Financial rating of "A-VII" or higher. The certificate must:
   (1) Identify AISD as the certificate holder,
   (2) State that AISD has been added as Additional Insured on all liability policies (except for workers' compensation or professional errors & omissions insurance).

(c) Replacement certificates. Vendor must submit a replacement certificate if a required policy expires before work is complete.

(d) Non-compliance. AISD has no duty to advise Vendor in the event Vendor's insurance does not comply with the requirements of this Agreement. If Vendor fails to procure and maintain all the insurance coverage required by this clause, Vendor must indemnify and hold harmless AISD from and against all claims demands, costs, charges and expenses that would have been covered by such insurance had Vendor complied with its obligations herein.

## 8. WEAPON, TOBACCO AND E-CIGARETTES USE POLICY

(a) The AISD School Board, has implemented a policy in regards to weapons and smoking. AISD Board Policy GKA (LOCAL) shall be adhered to by the Vendor in execution of this Agreement. *Available* online at: https://pol.tasb.org/Policy/Code/1004?filter=GKA

## 9. UTILITIES

(a) In the event of an emergency utility shutdown or event, Vendor shall protect property and seek emergency assistance by contacting 911 (if necessary), then contact the AISD 24-hour emergency number (806) 678-0186 to notify the District, and lastly notify the site Principal or AISD designee.

(b) To schedule utility outages, notify and coordinate with AISD Maintenance at (806) 326-1502.

(c) It is the responsibility of the Vendor to request records from AISD and identify, mark, and protect all utilities in or around the work site. This includes, but is not limited to, coordinating Texas 8-1-1 Dig-Tess, making a reasonable attempt to locate and mark utilities from AISD records, and take precautions when digging in case any utilities are damaged.

(d) In the event a utility is damaged, work will stop immediately, the site should be secured and left in a safe state, and the AISD Maintenance Department shall be notified at (806) 326-1502.

## 10. SPECIAL CONDITIONS FOR CONSTRUCTION TYPE WORK

(a) AISD will determine when onsite work is considered Construction work and, if so, when and which of the following special conditions will apply.

(1) PRECONSTRUCTION CONFERENCE – Prior to occupation of the site by personnel of the Vendor and its subcontractors, Vendor and AISD will hold a preconstruction conference.
(2) Designated parking for all personnel of Vendor and subcontractors will be established with approval of the District and enforced by the Vendor.
(3) Demolition schedules must be reviewed and approved by AISD. It is the intent of AISD for loud or distracting demolition to occur after 4:00 PM Central Time, not during the regular school schedule when students are present, unless previous arrangements have been made.
(4) Vendors shall notify AISD if any items need to be delivered as salvage. These items will be delivered by Vendor to a location as directed by AISD.
(5) Vendor shall maintain construction fences and barricades for student and staff safety, security, and appearance.
(6) Personnel of Vendor and subcontractors are to check in at the construction job-site trailer or designated area.
(7) Personnel of Vendor and subcontractors are required to wear neon green, yellow or orange shirts. If wearing coats or jackets, a safety vest must be worn over coats.
(8) Vendor must keep an attendance record of site visitors.
(9) A visitor badge can be issued for one-time visitors, however, Vendor must keep attendance records of the site visit.
(10) If approved by AISD, AISD may provide a laptop computer to the Vendor, with the necessary application for creating an Identification Badge for each worker based on an information form completed by the worker. *See* attached Exhibit B for AISD Contractor Badge Request form and Exhibit D for the Badge Upload Form.
    a. If the Vendor is issued a laptop to issue construction badges, the Construction Project Team members will have a different badge than personnel of any subcontractor.
(11) Upon agreed upon intervals, Vendor shall provide to the AISD Designated Representative an updated list of all ongoing personnel of the Vendor and subcontractors that are working onsite, with acknowledgement that they have completed the required FACT background check with no disqualifying offenses, and that they have been trained on Vendor's security plan (*See* Section 2. e.).
(12) No activity creating a disturbance shall be allowed to be performed on State testing or makeup days. A copy of the school calendar can be found at the AISD website, www.amaisd.org.
(13) AISD may stop work or require adjustments to work schedules for any AISD event deemed necessary.

**By signing below, the Vendor acknowledges that it has read, understands, and agrees to comply with the District's Access to District Property requirements throughout the term of the contract.**

**Company:**

**Authorized Representative:**

**Date:**

# EDGAR CERTIFICATIONS
## ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL FUNDS OR GRANT

The following certifications and provisions are required and shall apply when Amarillo Independent School District ("AISD") expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by AISD and the AISD's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between AISD and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and you must complete and return this form and return it to AISD along with your proposal:**

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

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320) which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (B) above, when AISD expends federal funds, AISD reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. AISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if AISD believes, in its sole discretion that it is in the best interest of AISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by AISD as of the termination date if the contract is terminated for convenience of AISD. Any award under this procurement process is not exclusive and AISD reserves the right to purchase goods and services from other vendors when it is in AISD's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when AISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when AISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when AISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by AISD resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**(J) §200.323 Contract cost and price. (a) The non-Federal entity must perform a cost or price analysis in**

**connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.**

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**(K) §200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.**

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**(L) §200.217 Certification of Compliance with Whistleblower Protections. If vendor is a subrecipient of the District, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition**

**for or negotiation of a contract) or grant. Vendor must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.**

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**(M) §200.322 Domestic Preferences for Procurements and Compliance with Buy America Provisions. Pursuant to 2 CFR § 200.322(a) and (b), to the greatest extent practicable and consistent with law, the District has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards, contracts, and purchase orders under this federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.) Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.**

**2 CFR § 200.322(c) requires federal agencies providing Federal financial assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act ("BABA"), when the District is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. "Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance, including, but expressly not limited to: the U.S. Department of Education, the U.S. Department of Health and Human Services, and the U.S. Department of Agriculture (collectively, the "Buy America Preference Requirements").**

**The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to the District and/or the awarding Federal agency.**

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**(N) Health and Safety Certifications, Licensing, and Regulations**

**Where applicable, vendors must comply with all local, state, and federal health and safety regulations, including but not limited to the following:**

1. **Obtaining and maintaining any required health and safety certifications or licenses relevant to the**

**services or goods provided under this contract.**

2. **Ensuring that all employees are trained in health and safety protocols in accordance with applicable regulations.**
3. **Maintaining a safe working environment and abiding by all Occupational Safety and Health Administration (OSHA) standards or equivalent state regulations.**
4. **Promptly notifying AISD of any violations, citations, or incidents related to health and safety that may impact contract performance**.

When federal funds are expended by AISD, the Vendor certifies that it will be in compliance with all applicable health and safety requirements during the term of an award for all contracts by AISD resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**(O) Certification of Compliance with Never Contract with the Enemy – 2 C.F.R. § 200.215**
**When federal funds are expended by AISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 during the period of performance and are performed outside of the United States (including U.S. territories), AISD will terminate any grant, cooperative agreement, or contract if the recipient is determined to be actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.**

Pursuant to 2 CFR Part 183, the vendor certifies the following:

1. The vendor is neither an excluded entity under the System for Award Management (SAM) nor the Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to a violation of the Never Contract with the Enemy regulations.
2. AISD has the responsibility to ensure no federal award funds are provided directly or indirectly to entities identified as opposing U.S. or coalition forces.
3. AISD will terminate subawards in violation of this requirement and allow the federal government access to records to ensure compliance.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**(P) Consideration of Small and Minority Firms, Women's Business Enterprise, Veteran-Owned Businesses, and Labor Surplus Area Firms (Historically Underutilized Business or HUB) – 2 CFR § 200.321**
When federal funds are expended by the District, Vendor must ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered for any subcontracting opportunities on the project by: 1) including these business types on solicitation lists; 2) soliciting these business types whenever they are deemed eligible as potential sources; 3) dividing procurement transactions into separate procurements to permit maximum participation by these business types; 4) establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; and 5) utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

## PROCUREMENT OF RECOVERED MATERIALS

**Procurement of Recovered Materials – When federal funds are expended, AISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement**

**of recovered materials identified in the EPA guidelines.**
**The District and its contractors will, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.**

Pursuant to the Federal Rule above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

## CERTIFICATION OF ACCESS TO RECORDS- 2 C.F.R. § 200.337

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of performing audits, executing site visits, or any other official use. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents, this contract, or the Federal award in general. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by AISD for any contract resulting from this procurement process, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 7401–7671q), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1251–1387), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

## CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of AISD not to discriminate on the basis of race, color, national origin, sex, religion, age (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE AS A RESPONSIBLE CONTRACTOR – 2 C.F.R. § 200.318**

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS**

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

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

# INTERLOCAL AGREEMENT FORM

INTERLOCAL PURCHASING (*optional):* The Amarillo Independent School District desires to make available to other local government entities the Central Texas Purchasing Alliance (CTPA) by mutual agreement with the successful vendor, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code). The right to purchase the same goods and/or services at the prices submitted for the period of this contract. Each vendor shall indicate in the space provided below if Political Subdivision orders will be honored in accordance with the contract terms and conditions, in addition to orders from the Amarillo Independent School Districts. A complete list of the CTPA member districts may be found at : https://sites.google.com/roundrockisd.org/ctpa/members

Central Texas Purchasing Alliance (CTPA): Yes ☐ No ☐

Company Name: _____

By: _____ Date: _____
*Authorized Representative*

Solicitation No. _____

# AGREEMENT TO DISTRICT SOLICITATION PROVISIONS

Please mark the appropriate box below:

☐ This proposal in response to Solicitation No. _____ is based on Proposer's full acceptance of the solicitation provisions (e.g., Terms and Conditions, Scope of Work, Specifications, etc.).

☐ All exceptions or alterations to provision of this Solicitation are delineated and attached to this form. (Proposers are reminded that exceptions or alterations to the solicitation provisions (including Terms and Conditions, Scope of Work, Specifications, etc.) may render the Proposer's proposal unresponsive.)

**Any exceptions or alterations to the provisions of this solicitation contained in the Proposer's proposal but that are not delineated and attached to this form shall not be part of any agreement (even if Proposer's proposal is incorporated by reference) resulting from this solicitation and shall not relieve the Proposer from full compliance with all provisions as stated in the solicitation.**

_____
Authorized Signature

_____
Printed Name

_____
Proposer / Vendor

_____
Date

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

**4** **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5** **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

_____ _____
Signature of vendor doing business with the governmental entity Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "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) states "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 contract."

This Notice Is Not Required of a Publicly-Held Corporation.

(I) (We), the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY NAME: _____

AUTHORIZED PRINTED NAME: _____

TITLE: _____

**Check the appropriate box and sign the form.**

☐ My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

AUTHORIZED SIGNATURE: _____

☐ My firm is not owned nor operated by anyone who has been convicted of a felony.

AUTHORIZED SIGNATURE: _____

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felony:_____

Details of Conviction(s): _____

AUTHORIZED SIGNATURE: _____

# Criminal Background Check Certification for Contractors

**Introduction:** Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information on covered employees. Contractors must certify to the school district that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. For more information on how to obtain criminal histories for covered employees, contact the Texas Department of Public Safety's Crime Records Service at (512) 424-2474.

***If you do not have or are unable to obtain a DPS account, contact Human Resources at (806) 326-1490.***

**Definitions:**

*Covered employee:* Employee of a contractor who has or will have *continuing duties related to the contracted services* and has or will have *direct contact with students*. The school district will be the final arbiter of what constitutes direct contact with students.

*Continuing duties related to contracted services:* Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only.

*Direct contact with students:* The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. If it is unclear whether you or your employees will have direct contact with students, contact the Amarillo Independent School District.

*Disqualifying conviction:* One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

*Service Contractor:* An entity, including a government entity and an individual independent contractor, that contracts or agrees with a school entity by written agreement or verbal understanding to provide services through individuals who receive compensation.

| | |
|---|---|
| ***THIS CERTIFICATION <u>MUST</u> BE COMPLETED AND RETURNED TO THE HUMAN RESOURCES OFFICE <u>BEFORE</u> A CONTRACTOR OR CONTRACTOR'S EMPLOYEES MAY PROVIDE SERVICES FOR AISD.*** | ***NONCOMPLIANCE OR MISREPRESENTATION REGARDING THIS CERTIFICATION IS GROUNDS FOR CONTRACT TERMINATION WITHOUT PENALTY TO AISD.*** |

***To Be Completed by Contractor/Company:***

Name of Contactor/Company: _____

Contact Person: _____

Contact Number: _____

# Certification

On behalf of _____("Contractor"), I, the undersigned authorized signatory for Contractor, certify to the Amarillo Independent School District ("District") that ***[initial one of the three options below]***:

____ I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Finger-based Applicant Clearinghouse of Texas ("FACT"). I further certify to the District that I do not have a disqualifying criminal history. I agree to notify AISD in writing within 3 business days if I am arrested or adjudicated for a disqualifying reason during the contract term. I agree to provide AISD with my name and any other requested information of covered employees so that AISD may obtain my criminal history record information. I understand that AISD may terminate my services if at any time it determines, in its sole discretion, that my criminal history is not acceptable. If I do not have a Texas FACT account, I will follow the proper procedures to allow AISD to run my background information, and if a qualifying offense is found by AISD, upon notice of AISD to Contractor, I will not perform work on any AISD property and AISD may terminate my services.

***OR***

____ Some or all of Contractor's employees are *covered employees.* If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor is unable to obtain required criminal history information through their own FACT account, Contractor will submit all employees through AISD's FACT account and allow AISD to subscribe to their employees criminal history. If a qualifying offense is found by AISD, upon notification by AISD to Contractor, Contractor will not allow any of these employees to work on AISD property.

(3) If Contractor receives information from their own FACT account or by notice from AISD from AISD's FACT account, that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and if subscribed to Contractor's own account, notify the District within three (3) business days.

(4) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

***OR***

____ None of the Contractor's employees are *covered employees*, as defined above, because: ***[either one or both must be checked – refer to definitions on front page]***

(1) [ ] Employees will not have "continuing duties related to the contracted services"

(2) [ ] Employees will not have "direct contact with students"

If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time contracted services are provided.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

# AMARILLO INDEPENDENT SCHOOL DISTRICT
# REQUIRED CONTRACTOR CERTIFICATIONS

Contractor / Vendor Name: _____

Name of Contract / RFP#: _____ Date of Contract / RFP: _____

This Certification is made a part of the above-noted contract, agreement, or solicitation, and is incorporated as if set forth fully therein. Contractor agrees to comply with applicable federal, state and local laws, as well as applicable Amarillo Independent School District ("District") policy and regulation, in providing goods or services to the District under a contract or agreement. This includes, but is not limited to:

**LIST OF CERTIFICATIONS/ACKNOWLEDGEMENTS**

1. Debarment or Suspension – AISD is prohibited from spending federal funds with Vendors who have been debarred or suspended. Vendor certifies, that during the solicitation process that the Vendor is not debarred by the Federal Government. Should the Vendor become debarred by the Federal Government during the performance of this Agreement, Vendor shall notify the Procurement Representative in writing.
2. All buildings and property owned by AISD are deemed a "drug free zone". Therefore, personnel of Vendor and Vendor's subcontractor(s) acknowledge that no one may use, consume, carry, transport or exchange tobacco, cigarettes, e-cigarettes, alcohol or illegal drugs while in or on AISD property. Vendor shall ensure that personnel and subcontractor personnel are informed of this policy and shall Vendor that it is adhered to.
3. By signing this agreement, Vendor agrees to comply with applicable federal, state and local laws, as well as applicable AISD policy and regulation, in providing the services contemplated herein. This includes, but is not limited to:
   (a) Vendor agrees to complete any requirements set forth in Texas Education Code Chapter 22 (relating to criminal history records and certifications) and/or related forms required by AISD;
   (b) By signing this Agreement, and (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees: and (c) this Agreement has a value of $100,000.00 or more, the following certification shall apply to the extent required by law; otherwise, this certification is not required.[1]
   Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor , if any, (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor

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

Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business with Israel or an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(c) Vendor certifies it is not a "company" (a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit) that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Chapter 2274. Further, Vendor certifies it will not discriminate during the term of the proposed contract against a firearm entity or firearm trade association, in violation of law. Vendor hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading AISD to believe that the Vendor discriminates against a firearm entity or firearm trade association in violation of Texas Government Code 2274.001-2274.02. This certification requirement does not apply to a governmental entity that contracts with a sole-source provider or does not receive any bids from a company that is able to provide the required written verification, and certain contracts as set forth in Tex. Gov't Code § 2274.003.

(d) In accordance with Texas Government Code, Chapter 2252, Subchapter F, AISD is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board. By execution of this Agreement, Vendor certifies that it is not a company on a list prepared and maintained under Texas Government Code §§ 806.051, 807.051, or 2252.153, and further hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading AISD to believe that the Vendor was a listed company at the time of this procurement.

**On behalf of Vendor / Contractor:**

Signature: _____

Printed Name: _____

Date: _____

## AMARILLO INDEPENDENT SCHOOL DISTRICT

# RESIDENT BIDDER CERTIFICATION SHEET

In order for a proposal to be considered, the following information must be provided.
**FAILURE TO COMPLETE MAY RESULT IN DISQUALIFICATION**

Company Name _____

Mailing Address _____

City_____State_____Zip_____

Telephone _____ Fax _____

Email address _____

In business under present name _____ years and _____ months

***COMPLETE THE APPROPRIATE SECTION BELOW:***

**RESIDENT BIDDER**

**"Resident bidder" refers to a person whose principal place of business is in the State of Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.**

**I CERTIFY THAT MY COMPANY IS A "RESIDENT BIDDER":**

MR. MRS. MS. _____
(Circle One) NAME (PLEASE PRINT)

POSITION _____

SIGNATURE _____ DATE _____

OR

**NONRESIDENT BIDDER**

"Nonresident bidder" refers to a person who is not a resident.

IF YOU QUALIFY AS A "nonresident bidder", you must furnish the following information:
What is your resident state? (The state your principal place of business is located.) _____

How many people do you employ in the State of Texas? _____

Does your "residence state" require bidders whose principal place of business is in Texas to underbid vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located.

YES _____ NO _____ If "YES", What is that amount or percentage? _____ %

**I CERTIFY THAT MY COMPANY IS A "NONRESIDENT BIDDER" AND THE ABOVE INFORMATION IS TRUE AND CORRECT:**

MR. MRS. MS. _____
(Circle One) NAME (PLEASE PRINT)

POSITION _____

SIGNATURE _____ DATE _____

THE AMARILLO INDEPENDENT SCHOOL DISTRICT IS SEEKING PROPOSALS FOR THE FOLLOWING:

RFP #3717-27.11 OPTICAL TRANSPORT MODERNIZATION & ROUTED OPTICAL NETWORK DEPLOYMENT

AMARILLO ISD WILL RECEIVE PROPOSALS UNTIL 4:00 PM, DECEMBER 17, 2026, IN THE PURCHASING OFFICE (7200 I-40 West Amarillo, TX 79106) OR ON THE DISTRICT'S ELECTRONIC PROCUREMENT PLATFORM. THE OFFICIAL PLATFORM, INCLUDING PROPOSAL PACKETS, ADDENDA, AND ANSWERS TO QUESTIONS, CAN BE ACCESSED DIRECTLY AT https://www.amaisd.org/146923_3 OR https://amaisd.bonfirehub.com/portal.

RUN DATES:

11/19/2026
11/27/2026