AUSTIN Independent School District | Contract and Procurement Services

Request for Proposals
21RFP062
School Mental Health Centers at Elementary, Middle and High Schools

Date	Event
November 11, 2020 November 18, 2020	Dates of public notice
November 19, 2020	**Vendor Questions due by 5:00 pm CST** **Submit questions via e-mail to: anita.muscarella@austinisd.org** **In the e-mail subject line, type: *Questions 21RFP062 School Mental Health***
November 20, 2020	Questions and answers posted on Contract & Procurement website
December 11, 2020	**RFP opening / due date at 2:00 pm CST** **Submit proposal via e-mail to: anita.muscarella@austinisd.org** **In the e-mail subject line, type:** **21RFP062 School Mental Health Centers / Vendor Name/ Submission Attached**
February 1, 2021	Tentative AISD Board meeting for review/approval

Contact:
Anita Muscarella, Senior Procurement Specialist
Contract & Procurement Services
Phone: 512-414-9800
Email: anita.muscarella@austinisd.org

Due to COVID-19 precautions and to prevent the spread of COVID-19, and in an effort to provide ongoing support and services for Austin ISD, the District has decided to accept proposals for 21RFP062, School Mental Health Centers at Elementary, Middle and High Schools via email to: **anita.muscarella@austinisd.org** no later than **Friday, December 11, 2020 at 2:00 p.m. CST**.

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

- All Proposals submitted via email will not be opened until AFTER due date and time.
- Proposals received via email after the specified due date and time shall not be considered.
- Firms must place the following information in the subject line of the email containing your submission: **21RFP062 School Mental Health Centers / Vendor Name / Submission Attached**
- Proposals submitted via email should not exceed 20MB. If attachment is more than 20MB, please zip the file or separate it into two (2) attachments and email separate emails with the subject line above.
- Proposals must be submitted in the specified format and all Required Forms must be signed and submitted with emailed response.
- Submit questions via e-mail to: anita.muscarella@austinisd.org
  In the e-mail subject line, type: *Questions* 21RFP062 School Mental Health
- Questions & Answers and addenda will be posted on our website: www.austinisd.org/cp/bids

This solicitation is a request for proposals for services under Texas Education Code 44.031.

Checklist and Submission Guidelines

This checklist is provided to help you conform to all form/document requirements stipulated in this solicitation and attached herein.

(This is not a required form, it is not necessary to return this checklist with your proposal.)

Understanding the Proposal

Completed

- ☐ Read entire RFP document, appendices and attachments
- ☐ Review AISD Policy and Provisions
- ☐ Attend pre-proposal conference (not required for this RFP)
- ☐ Submit questions properly before deadline
- ☐ Review addenda, Q&A and other additional attachments posted on our website
- ☐ Review Proposal Format section of RFP

Forms to Submit with Proposal

Completed | Required

- ☐ | ☑ **Bid Certification**
- ☐ | ☑ **Notification of Criminal History of Contractor**
- ☐ | ☑ **Debarment, Suspension and Ineligibility Certification**
- ☐ | ☑ **Conflict of Interest Questionnaire (CIQ) – electronic submission**
- ☐ | ☑ **Strategic Partner Profile**
- ☐ | ☑ **EDGAR Vendor Certification**
- ☐ | ☑ **Attachment A - Scope of Service and Performance Requirements Form**
- ☐ | ☑ **Attachment B - Financial Offer Form**
- ☐ | ☑ **Form W-9 Request for Taxpayer Identification Number and Certification**

Submitting the Proposal

Completed

- ☐ Prepare the proposal in the format specified and sign all required forms
- ☐ Submit proposal via email per instructions on RFP cover page
- ☐ Submit proposal via email by RFP opening / due date and time

Table of Contents

Section I	**Introduction**
Section II	**Historically Underutilized Business (HUB) Program Requirement**
Section III	**Proposal Format**
Section IV	**Initial Review of Proposals**
Section V	**Competitive Selection / Evaluation**
Section VI	**Scope of Service and Performance Requirements**
Section VII	**Appendices and Attachments**

I. INTRODUCTION

The Austin Independent School District (herein after referred to as “AISD” or the “district”) is seeking proposals from firms qualified and experienced in providing high quality, cost-effective and reliable school based mental health treatment and therapeutic services as described in the Scope of Service and Performance Requirements section of this Request for Proposals.

Austin ISD educates approximately 80,000 students and embraces 129 diverse school communities in one of the fastest-growing, ever-changing metroplexes in the country. In partnership with parents and our community, Austin ISD's mission is to provide a comprehensive educational experience that is high quality, challenging, and inspires all students to make a positive contribution to society. We partner with world-class universities, innovative businesses and nonprofit organizations and engaged community leaders to prepare our students for college, career, and life.

AISD is a champion for every child and is committed to educating the whole child, offering families a portfolio of rich options and programs to ensure all students have the support they need to achieve their potential and dreams. AISD embraces the Community School approach, which recognizes that all children have the potential to meet high expectations in the right environment and that the entire community has the responsibility to provide that environment for all children.

Each Bidder, by submitting its proposal, agrees that the proposal is subject to the Austin ISD Policies and Provisions and agrees to comply with those conditions. Acceptance of a proposal will occur only when a contract is executed. Any contract will incorporate the Austin ISD Policies and Provisions and Standard Terms and Conditions and no commitment exists until a contract is executed by both parties.

II. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS

The HUB Program promotes and strongly encourages the involvement and participation of Historically Underutilized Businesses in District-wide procurements. According to AISD policies CH (LOCAL) and CV (LOCAL), the HUB Program guidelines are not applicable for this type procurement.

III. PROPOSAL FORMAT

A. Preface

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

B. Proposal

The vendor’s proposal itself shall be organized in the following format and informational sequence:

Section I – Summary of Experience

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

Section II - Scope of Service

Proposers must use and submit Attachment A - Scope of Service and Performance Requirements Offer Form
A description of services and capabilities as outlined in the Scope of Service and Performance Requirements sections of the RFP.

Section III - Financial Proposal

Proposers must use and submit Attachment B - Financial Offer Form
Proposer will provide a detailed financial pro forma, presenting financial projections for the first 12 months of the contract period. This will include a complete fee and cost detail supporting all elements of its Proposal, including a detailed budget that financially supports a fee-for-service model across a designated number of campuses. **Only a fee-for-service model will be considered.**

Section IV – References

References are to be from government agencies and/or firms, which are substantially serviced by the vendor (references most similar to Austin ISD should be provided). Each reference must contain the reference's name, address, telephone number, and point of contact (including email address). A list of at least three (3) references from current customers must be provided.

C. Required Forms

Contractor shall execute the following required forms included in this RFP and return the **signed original** with the proposal via email:

- **Bid Certification**
- **Notification of Criminal History of Contractor**
- **Debarment, Suspension and Ineligibility Certification**
- **EDGAR Vendor Certification**
- **Strategic Partner Profile**
- **Attachment A - Scope of Service and Performance Requirements Offer Form**
- **Attachment B - Financial Offer Form**
- **Conflict of Interest Questionnaire (CIQ). The CIQ is prepared by the Texas Ethics Commission, in compliance with Chapter 176 of the Texas Local Government Code. The form should be submitted on-line at: https://www.austinisd.org/cp/ciq-online**

The District reserves the right to tender its own contract which shall incorporate the requirements of this RFP and the successful Proposer's response. A preview / reference only copy of AISD's Agreement is included within this document and should not be submitted with proposals.

IV. INITIAL REVIEW OF PROPOSALS

Any contractor determined non-responsible or any proposal determined non-responsive will not be evaluated further. The contractor will be notified of a non-responsible or non-responsive determination.

Responsive

In order for a proposal to be responsive:

- ALL required forms listed above shall be signed and included with proposal;
- Proposal shall be received prior to the RFP opening date at the address listed on the cover page;
- Proposal shall respond to the entire scope of service and performance requirements as requested.

Responsible

In order for a proposal to be responsible, the contractor shall be in good financial standing with the Texas Comptroller of Public Accounts.

V. COMPETITIVE SELECTION / EVALUATION

A. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the offeror submitting the lowest priced proposal. Award will be made to the firm submitting the best responsive proposal satisfying AISD's requirements, price and other factors considered.

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

B. The district anticipates that the evaluation process may include multiple levels of evaluation, as for example, but not limited to:
Phase 1: Initial review of the proposal by the district's evaluation team.
Phase 2 (Optional): Interviews and/or presentations of top proposals from Phase 1, followed by administrative review of finalist(s) and award recommendation.

PHASE 1

Points	Item	Detailed Description
20 Points	Proposed Plan	The adequacy and completeness of the plan offered addressing the Scope of Service, as provided in Attachment A.
30 Points	Contractor's Capabilities	The demonstrated ability of the contractor to provide services, including references and previous service history with the district as provided in Attachment A.

Points	Item	Detailed Description
20 Points	Management Information	The ability to process information management requirements of the District and partners.
30 Points	Financial Proposal	Provides detailed budget that financially supports the fee-for-service delivery model and demonstrates insurance billing experience as provided in Attachment B.

PHASE 2 (optional)

Points	Item	Detailed Description
35 Points	Interview / Presentation	The adequacy and completeness of the plan offered addressing the Scope of Service and Performance Requirements.
35 Points	Contractor's Capabilities	The demonstrated ability of the contractor to provide services, including references and previous service history with the district.
30 Points	Financial Proposal	Provides detailed budget that financially supports the fee-for-service delivery model and demonstrates insurance billing experience as provided in Attachment B.

C. The committee evaluating the proposals submitted in response to this RFP may require any or all contractors to give an oral presentation in order to clarify or elaborate on their proposal as well as to provide a demonstration. Upon completion of oral presentations or discussions, contractors may be requested to revise any or all portions of their proposals and submit a best and final offer (BAFO) for consideration.

D. If the district determines that additional evaluation steps are required to determine the best value between Contractors, the district reserves the right to consider any or all of the following additional criteria; the proposed price, contractor's experience, references and record for responsibility, or any other relevant factor that the district deems necessary to determine best value.

VI. SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS

The following describes the service and performance requirements that selected vendor(s) will be required to perform. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points.

All responses to this RFP must present a well-developed plan for professional mental health services, focused on direct, clinical therapy (face-to-face/teletherapy), with a cost that reflects the respondent's expertise, experience, and capacity to carry out the details outlined in the Request for Proposal.

Ideal Contractor(s) will maintain full transparency and disclosure surrounding the operations of the District's School Mental Health Centers, including but not limited to:

- the location of the Centers at campuses to be determined by the District,
- maintaining AISD's name and branding of the District's School Mental Health Centers to be determined and communicated by the District,
- staffing details by campus, including therapists' schedules (full-time/part-time), therapists' case-loads (increase and/or decrease in hours), names of therapists, therapists' locations, and therapists' hours worked per week,
- the delivery model(s)/method(s) used to implement mental health services (face-to-face and teletherapy) to be determined and communicated by the District,
- invoicing formatting and procedures to be determined and communicated by the District,
- reporting format and requirements to be determined and communicated by the District,
- following timing requirements to be determined and communicated by the District, and
- all operational items, including but not limited to all data, as it relates to the clients served in the District's School Mental Health Centers.

All operational procedures impacting the function of the AISD School Mental Health Centers will be determined by the District. Any modifications affecting a Center's operation (change in delivery model, change in staffing, change in location of a current or future Center(s), or elimination of a Center(s)) will be approved in writing by the District prior to any modifications being implemented by the District or Contractor(s). Any modifications suggested by the Contractor(s) will need to be submitted in writing to the Director of Health Services, and will be approved by the District in writing. Approval of modifications in Scope of Work as listed above will be documented by a District amendment signed by both parties.

This award may be made to more than one contractor, which is at the discretion of the District. If there is more than one award, all Contractors will be expected to collaborate together, under the direction and supervision of the Director of Health Services, Project Director, and/or

School Mental Health Coordinator(s). All coordination between Contractor(s) will be communicated and administered by the School Mental Health Coordinator(s).

A. Mental Health Center Service Requirements

Proposer will:

- Agree not to represent themselves as agents or employees of the District.

- Agree not to change the name and/or branding of AISD's School Mental Health Centers. The name and branding of the School Mental Health Centers will reflect that ownership of the centers belongs solely to the District. When communicating within or outside of the District, regarding the School Mental Health Centers, the contractor(s) will maintain that ownership of the School Mental Health Centers is to AISD and not the contractor(s).

- Provide evidence-based, direct, clinical therapy services and associated client advocacy services on AISD campuses to insured and uninsured victims and non-victims, who are affiliated with AISD, including students, family members, and staff. Such services will be provided to a wide range of ages, including youth (Pre-K through 12th grade) and adults. Direct clinical therapy services include individual therapy, group therapy, family therapy, and assessment/evaluation. When necessary, psychiatric services for those in need will be obtained via referral to appropriate providers. Victims will be defined by one of the following categories:

  - Child abuse and neglect;
  - Family violence;
  - Sexual assault;
  - Human trafficking;
  - Other types of violent crime.

- Hire therapists possessing certification of one of the four credentials: Licensed Psychologist (LPA, PLP, LP), Licensed Professional Counselor (LPC), Licensed Clinical Social Worker (LCSW), or a Licensed Marriage & Family Therapist (LMFT). These therapists must also be trained to integrate a variety of evidence-based, trauma-informed, therapeutic orientations (e.g. Cognitive Behavioral Therapy, Psychodynamic Therapy, Psychoanalytic Therapy, Family Systems Therapy, Interpersonal Therapy, Play Therapy, Motivational Interviewing, etc.), customized to best meet the needs of each student, family, and staff.

- Provide services all year, after school, and during holidays with the understanding that services during the summer months (June, July, and August) and holidays, could include fewer campuses, fewer direct, clinical therapy hours, reduced therapist hours, and/or increased teletherapy. Varying adjustments to services could also be needed, due to a District crisis and/or national crisis. All adjustments to services will be determined by the District and coordinated with the Director of Health Services and the School Mental Health Coordinator(s). The provider will work collaboratively with the District to ensure mental health needs are met district-wide, in regards to providing direct clinical services to children and their parents/guardians in the familiar school environment, eliminating barriers to continued services.

- Protect the privacy of students, their families, and AISD staff, by utilizing the AISD School Mental Health Center referral and consent forms and processes that comply

with the Family Educational Rights and Privacy Act (FERPA), protecting students' educational records, and Health Insurance Portability and Accountability Act (HIPAA), protecting confidentiality and security of healthcare information.

- Collaborate with the Director of Health Services, Project Director, and/or School Mental Health Coordinator(s), regarding the addition or elimination of therapists, the transfer of therapists between campuses, the addition of campus mental health centers, etc. Contractor(s) will remain in communication with the District School Mental Health Coordinator(s), regarding day-to-day operational information impacting the ability for contractor(s) to provide direct clinical services on campuses.

- Utilize the AISD School Mental Health Center referral and consent process to obtain referrals on campus, through teachers, campus staff, campus Child Study Team/Threat Assessment Team, parents/guardians, school counselors, school nurses, district police/school resource officers, and external community partner agencies (e.g. The Department of Family and Protective Services, law enforcement, service providers such as Communities in Schools, SAFE, Dell Medical School (utilizing TCHATT), and others providing support to students and families). The referral process will allow individuals to refer students for formal intake. When students are referred for a formal intake process, the therapist will confirm that it is an appropriate referral, contact parents to get consent and to ascertain whether other members of the household are also impacted and should be evaluated for services, and conduct a formal assessment to determine which funding source will be utilized, according to the established AISD guidelines. Such a referral process will be designed by the contractor(s) and approved by the District, in coordination with the AISD Director of Health Services, Project Director, and/or School Mental Health Coordinator(s), to ensure all necessary information is being gathered and is appropriate. District approval will be in writing and all modifications will require District approval prior to implementation.

- Contractor(s) will capture referrals made to the Victims Compensation Program and report such referrals on behalf of the District. Contractor(s) will ensure the District's School Mental Health Coordinator(s) are informed of such referrals on a quarterly basis. Ensure therapists are trained in trauma-informed modalities, effective across primary and secondary age ranges, and receive on-going training in evidence-based interventions, crisis response, cultural proficiency, and victim assistance.

- Provide training to newly hired therapists on working in school systems and collaborating with AISD partners. Such training will be done in collaboration with AISD staff, which could include the Director of Health Services, Project Director, School Mental Health Coordinator(s), school counselors, District Licensed Mental Health Professionals, campus administration, and law enforcement (Police Officers/School Resource Officers).

- Advocate for the child and family with other mental health professionals and other in-district mental health resources on the campus, including school counselor, Licensed Mental Health Professionals, school nurses, School Mental Health Officers, etc. This coordination could include, but is not limited to, classroom observation, meetings with teachers and parents, and case coordination meetings on campus, in an ongoing effort to sustain the benefits of the therapy sessions. The therapist will conduct home visits, as needed. In the event of an incident on campus, the contractor(s) may be requested to provide services in response to a crisis situation.

- Conduct ongoing case consultation with staff, community partners, parents/guardians, and police to ensure that a supportive environment exists.

- Provide culturally proficient care, while working with diverse communities, including vulnerable populations. Contractor(s) will be expected to blend cultural knowledge and sensitivity with client restoration skills for a more effective and culturally appropriate recovery process.

- Have the ability to provide consultation and intake with family members, in their native language, to ensure informed consent is obtained and therapeutic intervention is provided in the client's native language. While English is the primary language, it is advised that the contractor(s) will also seek and hire bilingual therapists, with an emphasis on Spanish as the secondary language. Contractor(s) should ensure intake, assessment and consent forms from parents are provided in the clients and/or parents/guardians native language(s). Additional common languages, such as American Sign Language and Arabic, can be accommodated, using contracted translation and interpretation services at the contractor's expense.

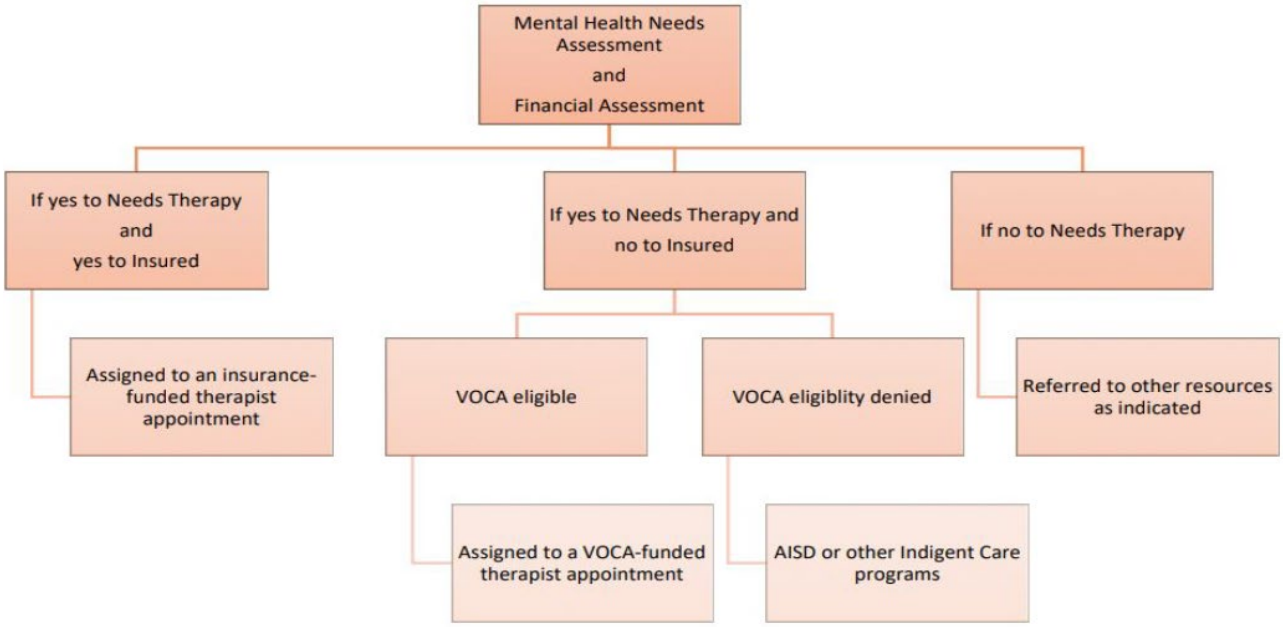
- Be allowed to work with volunteer graduate-level, student interns in psychology, professional counseling, or social work. These interns will assist in providing individual, group, and family therapy services, under the supervision of licensed mental health professionals. Such a program will be implemented and monitored by contractor(s), in collaboration with the District's direction.

- Provide direct, clinical therapy following the student's Individual Education Plan (EIP).

- Attend and engage in planning and problem-solving meetings as requested by the District.

- Serve identified students with minimal interruption of the academic day, which includes scheduling meetings with students that do not interfere with core academic subjects, unless the meetings are court-mandated, included in the Individual Education Plan (IEP), or are approved by the school principal. Use before and after school time whenever possible.

- Have an accounting system with functionality to identify the receipt and expenditure of program funds separately for each funding source, including but not limited to grant funding, local AISD funding and insurance billing. Have an accounting system that is able to accurately reflect allocation of therapist funds among various fund sources. Patients will be categorized as victim or non-victim to ensure alignment with district funding sources including but not limited to local funds and grant funds such as a Victims of Crime Act grant. Refer to flowchart below.



- Ensure that school mental health centers have therapeutic coverage at all times, with appropriate plans in place for leaves of absence, employee resignation/termination, etc. Anything impacting the operation of the mental health centers should be immediately reported to the Director of Health Services, Project Director, and/or School Mental Health Coordinator(s), and the plan must be approved in writing by the District prior to implementation.

- Support the District with outreach related efforts to help widen parental and community district awareness of the School Mental Health Centers. All outreach related efforts will be coordinated and communicated by the District School Mental Health Coordinator(s).

- Work with the School Mental Health Coordinator(s) to develop an operational plan to support and ensure campuses with additional needs for therapists are addressed promptly and collaboratively.

- Assume responsibility for assuring continuing compliance with the clinical and educational standards of the contractor's staff.

- Adhere to Austin ISD systems and policies:
  A. facility use agreements, including security procedures required as on all AISD campuses.
  B. alignment of student services with the AISD Social Emotional Learning (SEL) and Multi-Tiered Systems of Support (MTSS).
  C. coordinate services with the AISD Director of Health Services and/or designee.
  D. comply with policy Student Welfare, Wellness and Health Services (FFAE Legal).
  http://www.tasb.org/policy/pol/private/227901/pol.cfm

- **Insurance Requirements**

  The Contractor shall provide proof and maintain the following insurance coverage applicable to liability which could be incurred in conjunction with its employees providing of therapy services to the district:

  The Contractor is required to carry the following insurance coverages:

  1. **General Liability** (minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate). This policy should cover injury of a participant and include the following provisions: waiver of subrogation, endorsement to provide Austin ISD as additional insurance, and notice of cancellation.
  2. **Sexual Molestation & Child Abuse (SAM)** endorsement of $100,000 minimum (either specifically stated as included as part of General Liability or purchased separately in addition to the General Liability policy).
  3. **Full Malpractice Coverage: professional liability** coverage at a minimum limit of $1,000,000 to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under a contract.
  4. **Workers' Compensation:** coverage should be consistent with statutory benefits outline in the Texas Worker's Compensation Act Section 401. The minimum policy limits for Employer's Liability are $500,000 bodily injury each accident, $500,000 bodily injury by disease policy limit, and $500,000 bodily injury by disease each employee. The company's policy shall apply to the State of Texas and include a waiver of subrogation in favor of Austin ISD.

  A current, industry-standard ACORD Certificate of Insurance (COI) for each of the above policies shall be delivered to the AISD before any work is started. Certificates shall be sent to the AISD Contract & Procurement Services office at each change or renewal during the term of the contract.

- **Criminal History Background Checks**

  Contractor is directly responsible to obtain all required criminal history record information through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas ("FACT"). Contractor must ensure that there is no criminal history record that would prevent the Contractor or its employees from working in the District's facilities. Contractor must ensure that national criminal history record certification is filed with the District. Contractors can only be present at the campuses once all the criminal history process (including forms and fingerprinting) has been properly completed and approved.

B. Reporting, Evaluation and Key Performance Measures

Collaborate with Austin ISD to provide FERPA/HIPAA compliant analysis and evaluation on progress of students, staff, and families served. It is beneficial to have proven research experience (published and/or presented) in the area of school based mental health, but it is not required. However, the contractor(s) must have the ability to collect, track, and analyze mental health outcomes and academic outcomes, based on a research methodology that will identify the impact and analysis of the individuals receiving services. This research will be

shared with the district, community, and larger mental health profession (through conferences, legislative hearings, etc.). All data should be differentiated between victims and non-victims receiving services. The following reporting parameters are to be reported directly to the District on a monthly basis and will be managed by the District Director of Health Services, School Mental Health Coordinator(s) and Billing Manager.

Provider will be required to provide AISD with two reports (victims and non-victims) on a monthly basis that indicate:

- Number of referrals for services received by provider
- Number of new unduplicated clients
- Number of continuing unduplicated clients
- Demographics of clients
- Number of clients who are victims of crime and type(s) of victimization
- Number of referrals to other agencies, by agency type
- Number of services provided by service type
- Number of client encounters and hours of service provided
- Number of paid staff providing clinical services
- Number of active clients on each therapist's caseload
- Number of volunteer staff and number of hours of service provided by volunteer staff (such as graduate level student interns in psychology and social work who assist in providing services under the supervision of licensed mental health professionals)
- Summary of therapeutic outcomes using a well validated, standardized tool (i.e.; Behavior Assessment System for Children, Child and Adolescent Needs and Strengths, Achenbach, etc.) (reported per semester).
- Analysis and summary of the child's school related outcomes (comparison of students' attendance rates, disciplinary records pre/post treatment, academic performance, etc.) (include cost detail in proposal response) (reported per semester).
- Interviews with stakeholders (parents, teachers, school counselors, police).
- Any other additional information requested by AISD

An annual report that analyzes mental health outcomes and analysis of students receiving mental health services, as compared to those not receiving mental health services, including comparison of attendance, academic performance, discipline, and expulsion from school (include cost detail in proposal response).

With continued oversight and direct supervision of the Director of Health Services, Project Director, and/or School Mental Health Coordinator(s), regular reviews will be scheduled to monitor the progress on the School Mental Health Centers and to ensure compliance with VOCA and other grant requirements.

Contractor(s) will also be responsible for providing monthly time and effort reports detailing therapist hours worked (therapist name, campus assignment, and direct clinical versus child

advocacy). The Department of Health Services will provide the required format to be followed with hours captured by specific activities outlined by The District. The District reserves the right to modify format as seen fit. All modifications will be discussed with Contractor(s) and documented in writing signed by both parties.

Contractor(s) will keep a record of and report on the number of clients funded through:

- Insurance (Medicaid, CHIP, Private)
- Victims and non-victims served
- Funding sources
- Co-pay assistance requested

For grant eligible clients, proposers must comply with quarterly reporting requirements. Reporting format will be determined and provided by The District and followed by Contractor(s). Data reporting on program services and efficacy is conducted monthly and/or quarterly for grant funding and reported and analyzed annually for all funding sources. As stated earlier, if multiple awards are made, The District will expect Contractor(s) to collaborate during the reporting processes.

Because AISD may receive funding for clinical services from multiple sources, including grants, such as the Victims of Crime Act (VOCA), provider(s) may be requested to provide separate reports of clients served by a grant program and maintain grant-related documentation as directed by AISD. AISD reserves the right to audit records at any given time.

C. Financial Sustainability Plan

Austin ISD utilizes a fee-for-service payment model, based on allowable billing rates, by insurance sources (i.e., there will be a different allowable billing rate for private insurance, Medicaid/CHIP, and those that are uninsured). The contractor(s) will be expected to participate in multiple insurance provider networks, to include, but not be limited to, Aetna, BCBS, Cigna, Humana, Magellan and United Healthcare. The District does not collect the breakdown of private insurance companies covering District students. Therefore, we are unable to provide this information to Proposers. It is the District's expectation that the contractor(s) will collaborate with the Austin ISD Director of Health Services to develop a model that can be sustained. While all clients have unique needs, the District estimates that approximately 80% of a therapist's time will be spent providing direct, clinical services and a maximum of 20% of their time will be spent on client advocacy. Contractor(s) will be expected to provide detailed documentation/timesheet data, outlining specific tasks considered to be time spent on client advocacy. Child Advocacy tasks would include:

- Child Study Team, Threat Assessment/Safe & Supportive School Team, Crisis Response Team meetings,
- meetings with campus administrators,
- coordination of care and referrals in collaboration with District Licensed Mental Health Professionals and/or campus counselors,
- staff and parent mental health consultations,
- classroom observations,
- home visits as needed, and
- CPS reporting.

This child advocacy documentation (therapist name, campus assignment, and hours worked on specific child advocacy tasks) will accompany monthly invoices, and the format will be determined and provided by The District and adhered to by the Contractor(s). AISD reserves the right to modify these instructions at any time, while ensuring such modifications are communicated to Contractor(s) in a timely manner.

Contractor(s) will submit to AISD on a monthly basis a detailed invoice. These invoices will be received by AISD no later than the 15th of the month following the month of service. See attached sample invoices (Attachment 1). If the 15th falls on a Saturday or Sunday, such an invoice will be due the following Monday. AISD reserves the right to modify invoicing at any time. Modifications will be discussed with Contractor(s) and documented in writing signed by both parties.

The District estimates that 20% of its student base is uninsured and 80% is insured. The expectation for the successful operation of the School Mental Health Centers is that contractor(s) will be focused on direct, clinical therapy with an estimated goal of having each therapist provide a minimum of 6 hours per day of direct, clinical therapy. Clients served vary by campus; therefore, Contractor(s) are expected to work directly with the Director of Health Services, Project Director, and/or School Mental Health Coordinator(s), regarding all School Mental Health staffing. Adjustments, such as having one full-time therapist work on multiple campuses/therapist split between multiple locations, may need to occur, based on the number of encounters occurring on campuses. Flexibility, collaboration, transparency, and full disclosure are required to ensure model success. **All modifications involving staffing will be approved in writing by the Director of Health Services, Project Director, and/or School Mental Health Coordinator(s) prior to adjustments being implemented.** The contractor(s) will maintain the financial stability of this program with revenue generated through third-party billing private insurance, Medicaid, CHIP and other insurers. Billing for uninsured encounters will be billed to AISD on a monthly basis with a detailed invoice. Contractor(s) must provide an itemized list of services, and AISD will provide the format and details required for the invoice. The reimbursement model below is based on rates the District will reimburse for students who are uninsured and do not have a payor source.

AISD will follow the following rate schedule for uninsured student reimbursements:

Service Provided	MD Psychologist Uninsured Rates	LPA, PLP, LCSW, LMFT, LPC (70%) Uninsured Rates
Psychiatric Diagnostic Evaluation without Medical Services	$ 119.82	$ 83.87
Psychotherapy, 16-37 minutes	$ 53.33	$ 37.33
Psychotherapy, 38-52 minutes	$ 71.01	$ 49.71
Psychotherapy, over 53 minutes	$ 106.66	$ 74.66
Family Psychotherapy with Patient Not Present	$ 85.89	$ 60.12
Family Counseling with Patient	$ 89.25	$ 62.48
Group Counseling	$ 24.70	$ 17.29

All above rates will be reviewed annually by the District during the month of June and communicated in writing during any applicable contract agreement renewals.

Proposer may view the 2020 Demographic report posted at: https://www.austinisd.org/announcements/2020/02/10/austin-isd-releases-2019-20-demographics-report . This report provides a per campus breakdown of anticipated enrollment.

Further, reimbursements may be available for those who cannot afford their copay, up to a to-be- determined amount voucher system. It is the expectation and the responsibility of the contractor(s) to make reasonable effort to collect co-pays for services. To the extent funding is available from AISD, a policy and process to address the handling of student hardships may be implemented. It is the expectation and the responsibility of the contractor(s) to make reasonable effort to collect co-pays for services. To the extent funding is available from AISD, a policy and process to address the handling of student hardships may be implemented. The District's mission is to make mental health services accessible to all students and to not have students denied based on financial hardships (i.e. inability to pay co-pays). The District asks the contractor(s) to provide an estimate in their proposal addressing co-pays hardships.

The contractor(s) will conduct a financial assessment to determine payor source for all individuals meeting clinical eligibility criteria. The contractor(s) is responsible for billing and collection for all third-party resources. We anticipate this to be approximately 80% of all students served and 95-98% of all AISD staff. AISD will not require the contractor(s) to provide services to families with insurance who do not agree to bill their insurance for services. We encourage the contractor(s) to work with families to identify a financial solution that can be mutually agreed upon. If the student, staff, and/or family is uninsured, the contractor(s) will connect the family to insurance eligibility services in the community to connect them with a payor source.

Alternative service models will not be considered. This program is to be maintained following a fee-for-service payment model only, based on allowable billing rates, by insurance sources (i.e., there will be a different allowable billing rate for private insurance, Medicaid/CHIP, and those that are uninsured).

Because teletherapy will be part of the service model, Contractor(s) will be responsible for communicating the following with clients choosing to utilize teletherapy:

- The risks involved with teletherapy, including the potential release of private information and/or breaches in confidentiality (e.g. the risk of being overheard by anyone near you if you do not place yourself in a private area and are open to other's intrusion). Viruses, Trojans, and other involuntary intrusions have the ability to grab and release information that a client may desire to keep private.

- The advantages of teletherapy, including the convenience of being treated from any location at any time.

- The responsibility of the client to create an environment on their end of the teletherapy transmission that is not subject to unexpected or unauthorized intrusion of personal information. It is also the responsibility of the therapist to do the same.

- Teletherapy does not provide emergency or crisis response services.
- Teletherapy is neither a universal substitute, nor the same as, face-to-face psychotherapy treatment.

D. Term

The agreement(s) resulting from this solicitation will be in effect for an initial term of one (1) year from the date of award by the Board of Trustees, or such date established by the agreement. The parties, by mutual consent, may renew the agreement for up to four (4) additional one (1) year periods. In addition, the district reserves the right to extend the contract for an additional time beyond the final expiration date, if necessary to ensure no lapse in service.

VII. APPENDICES AND ATTACHMENTS

- Appendices (Documents included within this proposal):
  - Appendix 1 – Purchasing and Acquisition Vendor Relations Policy CHE-LOCAL

- Attachments:
  - Bid Certification
  - Notification of Criminal History of Contractor
  - Debarment, Suspension and Ineligibility Certification
  - EDGAR Vendor Certification
  - Strategic Partner Profile
  - Austin ISD Service Agreement for Preview / Sample for Reference Only (DO NOT complete and return.)
  - Attachment A – Scope of Service and Performance Requirements Offer Form
  - Attachment B – Financial Offer Form
  - Attachment C – Fee for Service Invoice Samples (Reference Only)

Attachment
A
21RFP062 Request for Proposals

Scope of Service and Performance Requirements

School Mental Health Centers at Elementary, Middle and High Schools

The following describes the scope of service and performance requirements that a selected vendor will be expected to perform and/or provide. Please complete all responses.

Please indicate (Y/N) for each requirement, if your organization meets or is willing to meet the requirement. Please describe in detail how your organization satisfies each of the following requirements, **being sure to include examples and reports**, whenever possible, to demonstrate your ability to meet the requirements.

Proposers Capabilities	Y/N	Detailed Response
1. Contractor has experience providing evidence-based direct clinical services in a school setting that supports face-to-face and teletherapy? Include in your response the number of districts and campuses served and how you serve students, families and teachers. Provide specifics in proposer's response.		
2. Contractor has a formal training protocol for newly hired therapists? Include in your response what is included and time from date of hire to placement on campus.		
3. Contractor included in their proposal teletherapy details, addressing the process for communicating to clients the risks and advantages involved, providing an environment free from intrusion of personal information, and not a substitute to face-to-face treatment. Include plans and process to integrate teletherapy with/and face-to-face.		
4. Contractor has ability to provide psychiatry services? Include specifics.		

5. Contractor has the ability to provide services to students with minimal interruption to the school day? Include in your response how you plan to accomplish this.		
6. Contractor has the ability to provide intensive direct mental health services to students, families and staff? Clearly addresses their ability to also provide short and long term therapeutic services?		
7. Contractor has experience providing mental health services to victims of crime with trauma informed practices? Victims may include individuals identified in the following categories: Child abuse Family violence Sexual assault Human trafficking Other types of violent crime.		
8. Contractor has experience collaborating with education and external community partners? Provide examples of this experience in your response. As well as names of community partners having experience collaborating with to provide wrap around care. Also, how will continuity of care be maintained?		
9. Contractor has the ability to utilize AISD School Mental Health Center referral forms and required guardian consent forms? Contractor also has the ability to follow a student's Individual Education Plan? Outline of current process provided?		
10. Contractor has experience protecting the privacy and confidentiality of students, their families and staff using forms and processes that comply with (FERPA) and (HIPAA)?		

11. Contractor provides a detailed staffing standard following the Districts fee-for-service billing model. Staffing standard includes: • A cost and therapist headcount per campus. • Total number of needed encounters for uninsured and third party billing plus the child advocacy piece at $65 per hour for a **full time** therapist on campus. • Total number of needed encounters for uninsured and third party billing plus the child advocacy piece at $65 per hour for a **part time** therapist on campus. • Ability to accommodate split funding for each therapist between victim and non-victim is addressed.		
12. Contractor has an accounting system with the functionality to identify the receipt and expenditure of program funds separately for each funding source; victim vs. non-victim. Name of such system is disclosed in proposal?		
13. Contractor's therapists are able to meet the clinical licensure requirements as defined in the RFP?		
14. Contractor will provide full malpractice coverage on employees assigned to serve Austin ISD students.		
15. Contractor has a plan to address employee leave of absence, turnover, needed changes in delivery methods, etc. to ensure continuity of care (i.e. contingency planning). Include in your response your turnover for therapists only during the preceding 12 months.		
16. Contractor has the capacity to provide services in multi-languages either in person delivery or delivery through use of technology (i.e. language line etc.)? Define how your agency meets these needs in your response. Outside providers are at the expense of the Contractor.		
17. Contractor has experience providing culturally proficient therapy to clients of all cultures, backgrounds, languages, and socio- economic status? Including diverse communities and vulnerable populations? Summary is provided.		

18. Contractor provides training to their staff in the areas of trauma-informed care modalities, cultural proficiency and crisis intervention? Describe the types of training and frequency.		
19. Contractor clinical staff are trained in evidence-based therapeutic interventions.? Include in your response which orientations your staff utilize.		
20. Contractor has willingness to maintain full transparency and disclosure surrounding the operations/staffing of the District's School Mental Centers including but not limited to: - location of Centers, - AISD's name/branding of Centers, - addition or elimination of Centers and/or therapists with prior District approval, - staffing details, - delivery model/method, - invoicing format and procedures, - reporting format and requirements, - timing requirements, and - operational items including all data as it relates to the District's School Mental Health Centers.		
21. Contractor has a willingness to collaborate with other Contractors if multiple awards occur?		
22. Contractor demonstrates an understanding of the child advocacy piece of RFP and details what they would consider child advocacy?		
23. Contractor has experience evaluating programmatic outcomes and analyzing multiple data sets across academic and clinical indicators in collaboration with partnering schools. Include in your response, your ability to compare those receiving services to those not receiving services and whether any of your data has been published and/or presented.		
24. Contractor uses trauma informed screening and clinical assessment instruments and tools. Include in your response, which instruments you use?		
25. Contractor has the ability to meet the reporting requirements as noted in the RFP, as well as AISD SMHC monitoring requirements?		
26. Contractor has the ability to adhere to Austin ISD systems and policies? Explain.		

27. Contractor has a readiness to work with volunteer graduate-level student interns in psychology?		
28. Contractor has willingness to attend and engage in planning and problem-solving meetings as requested by the District?		
29. Contractor will capture referrals made to the Victims Compensation Program and report such referrals on behalf of the District?		
30. Contractor agrees to support the District with outreach related efforts to help widen parental and community district awareness of the School Mental Health Centers?		
31. Has the Contractor had any previous experience with AISD supporting students and families within the District's communities? Explain.		

Attachment
B
21RFP062 Request for Proposals

FINANCIAL PROPOSAL

School Mental Health Centers at Elementary, Middle and High Schools

Proposer will provide a detailed financial pro forma, presenting financial projections for the first 12 months of the contract period. This will include a complete fee and cost detail supporting all elements of its Proposal, including a detailed budget that financially supports a fee-for-service model across a designated number of campuses.

Important factors:

1. **ONLY** fee-for-service model proposals will be considered.
2. A hybrid of telehealth and face-to-face services is required.
3. Therapists will need to serve across multiple campuses as standard practice.
4. The Contractor is required to provide required insurance coverages on employees assigned to serve Austin ISD students as specified in the RFP, Section VI, Scope of Service and Performance Requirements.
5. The district will provide a private space, access to WiFi, utilities, phone, furniture that is available in the AISD Warehouse (sofa, locking file cabinets, desk chairs, bookcases, etc.) at each campus at no cost to the contractor. The District will not provide additional furniture; however, the contractor(s) may bring in additional/alternative furniture that will be the property and responsibility of the contractor(s). The School Mental Health Coordinator(s) will keep an inventory of all District property used by contractor(s) on each campus.
6. Therapist technology, including a computer, will be provided by Contractor(s).
7. The district will not cover costs associated with denied insurance claims and/or deductibles.
8. AISD reserves the right to determine how many therapists are assigned to each Center, based on the demands/needs of the campus(es). This will be managed in collaboration between the Contractor(s) and the School Mental Health Coordinator(s). Full transparency and disclosure is expected at all times, regarding assignments of therapists, therapists' caseloads, and staffing headcount, including full-time or part-time employment status. Each therapist must also have the ability and flexibility to travel from one clinic to another to accommodate varying caseloads. Transportation for therapists is the responsibility of the contractor(s). Caseloads will be reviewed by the Districts School Mental Health Coordinator(s) on a monthly basis, and meetings between the Contractor(s) and School

Mental Health Coordinator(s) will be scheduled by the District to discuss any needed adjustments in regards to therapist campus assignments or overall staffing.

Please submit the following required information in a Microsoft Excel (xls) spreadsheet, with notes either in the xls spreadsheet or in a word document. The xls spreadsheet should be included as an attachment to the response. AISD requires this be submitted as an .xls not a .pdf. The detailed budget should include at a minimum:

Revenue projections:

1. Monthly revenue projections by month for the first 12 months of the project for third-party billing by payer source
2. Monthly revenue projections by month for the first 12 months of the project for AISD billing by type of service (uninsured, child advocacy, copay hardship, other)
3. Monthly revenue projections by month for the first 12 months of the project for other revenue sources
4. Other, please specify
5. Detailed explanation on the total number of children to be seen in 38-52 minute therapy sessions per month
6. Detailed explanation of the total number of children to be seen in 53+ minute therapy sessions per month
7. Detailed explanation on the percentage of insured clients and uninsured clients to be served per month
8. Detailed explanation on the average reimbursement rate per type of therapy session for insured clients and uninsured clients
9. Detailed explanation of the total number of child advocacy hours and total revenue for those hours per month
10. Explanation of any seasonal or monthly variance projected in services and revenue by month

Expenses:

1. List of each position and the salary costs along with percentage of FTE
2. Total cost for all salaries
3. List of each position and fringe costs by position
4. Total cost for fringe benefits
5. Detailed accounting for office and administrative expenses not related to salary/fringe that will be allocated to this program, to include, but not limited to:
    a. Staff mileage reimbursement
    b. Staff training costs
    c. Telephone costs
    d. Tele video equipment costs
    e. Electronic health record costs
    f. General office supplies
    g. Data Reporting (itemized quarterly and annually)
    h. Administrative overhead (please list by specific category)
    i. Other, please specify

Other explanations required:

1. For each campus included in this program, please include:
    a. The number of FTEs for each campus that will be on-campus
    b. The number of FTEs for each campus that will be telehealth

2. If you anticipate significant changes in financial performance after the first 12 months, please include a detailed explanation of months 13-24 of the program and include an additional pro forma to illustrate the changes.

In addition to the pro forma, please respond to the following questions:

1. List of all current insurance contracts for therapy services, please clearly show if the health plan contract covers commercial, Medicaid and/or Medicare.
2. For calendar year 2019, report your company's adjusted collection rate by insurance contract defined as: percentage of total potential reimbursement collected out of the total allowed amount.
3. Please describe how you will determine insurance eligibility for AISD students and teachers, including any required paperwork from AISD families or teachers, the sources used for verification and the average length of time required to verify insurance. Samples of existing documents utilized for insurance eligibility should be included to demonstrate clear process.

Additional Financial Criteria	Y/N	Detailed Response
1. Contractor is set up on all major insurance panels including Medicaid?		
2. Contractor has systems in place to determine insurance eligibility. Include in your response, how you verify and determine insurance eligibility?		
3. Contractor's accounting system has the ability to identify the receipt and expenditures of program funds separately for each fund source? Victim vs. non-victim?		
4. Contractor's financial proposal followed the required Microsoft Excel (.xls) format and included revenue projections, expenses, and explanations following required Excel format?		
5. Contractor has a viable and sustainable fee-for-service payment model following third party billing sources for a minimum of 80% of encounters?		

6. Contractor clearly describes how they will determine insurance eligibility for AISD students and teachers, including any required paperwork from AISD families or teachers, the sources used for verification and the average length of time required to verify insurance?		
7. Contractor reported their calendar year 2019, company's adjusted collection rate by insurance contract defined as: percentage of total potential reimbursement collected out of the total allowed amount?		
8. Contractor listed all current insurance contracts for therapy services and clearly showed if the health plan contract covers commercial, Medicaid and/or Medicare?		

Uninsured Patients

21RFP062 Attachment C: Fee for Service Sample Invoice

Vendor Name
Vendor Address
Vendor Address
Vendor Phone
Vendor Website

Vendor LOGO

Bill To:
Heather Graves
Austin ISD
1111 West 6th Street, Suite A400
Austin, TX 78703

Invoice #
PO #
Invoice Date
To From
Service Period
Due Date
Terms
RFP Number

Purpose of Services: VOCA School Mental Health Centers

Campus	Activity	Unduplicated Number of Individuals Served	Number of Encounters	CPT Code	Contracted Rate	Total Amount
Andrews	Diagnostic Intake Evaluation			90791		
Andrews	Psychotherapy, 30 minutes			90832		

Contractor(s) attests that an insurance verification process has been completed on every individual included on this report as uninsured. Contractor(s) has determined that the individuals included in this report do not have third party coverage (Medicaid, Medicare, CHIP, marketplace, or any other type of insurance coverage, public or private).

Signature Date

Third Party Reimbursements

Attachment C: Sample Invoice

Vendor Name
Vendor Address
Vendor Address
Vendor Phone
Vendor Website

Vendor LOGO

Bill To:
Heather Graves
Austin ISD
1111 West 6th Street, Suite A400
Austin, TX 78703

Invoice #
PO #
Invoice Date
To From
Service Period
Due Date
Terms
RFP Number

Purpose of Services: VOCA School Mental Health Centers

Campus	Activity	Unduplicated Number of Individuals Served	Number of Encounters Billed	CPT Code	Reveue Billed (contract rate)	Total Revenue Collected
Andrews	Diagnostic Intake Evaluation			90791		
Andrews	Psychotherapy, 30 minutes			90832		

Contractor(s) certifies to the best of their knowledge that all payments requested are in accordance with the agreement.

Signature Date

Attachment C: Sample Invoice

Vendor Name
Vendor Address
Vendor Address
Vendor Phone
Vendor Website

Vendor LOGO

Bill To:
Heather Graves
Austin ISD
1111 West 6th Street, Suite A400
Austin, TX 78703

Invoice #
PO #
Invoice Date
To From
Service Period
Due Date
Terms
RFP Number

Purpose of Services: VOCA School Mental Health Centers

Campus	Therapist Name	Full Time or Part Time	Worked Full Month	FTE	Term Date	Days Worked if not Worked Full Month	Rate	Total
Andrews	Jane Doe	Full-Time	Yes	1			$ 2,816.67	$ 2,816.67
Andrews	Mary Smith	Part-Time 30 hours	Yes	0.75			$ 2,816.67	$ 2,112.50
Bowie	Pete Mars	Full-Time	No	1	1/15/2020	11	$ 2,816.67	$ 1,430.00

Contractor(s) certifies to the best of their knowledge that all payments requested are in accordance with the agreement.

Signature

Date

Appendix 1
Purchasing and Acquisition Vendor Relations Policy CHE-LOCAL

4 pages including this cover page

Contacting Board Members

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

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

Restricted Contact Period

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

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

Prohibited Communications

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

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

Permissible Communications

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

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

Other Vendor Participation and Communication

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

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

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

Complaints Any person who is aggrieved in connection with a HUB program policy decision may file a complaint in accordance with GF(LOCAL).

Violations The following are violations subject to sanctions:

1. Falsely conceal or cover up a material fact or make any false, fictitious, or fraudulent statements, reports, or representations, or make use of any false writing, document, or electronic report knowing the same to contain any false, fictitious, or fraudulent statement.
2. Fraudulently obtain, retain or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain certification status as a HUB.
3. Make false reports regarding payments made to subcontractors or sub-consultants.

Sanctions Any person who violates the provisions of this section shall be subject to the following sanctions and to the maximum penalties provided by law:

1. The District may bar, suspend, or deem nonresponsive in future District solicitations and contracts, for a period of up to five years, any bidder or proposer, or contractor or subcontractor following notice and an opportunity for a hearing in accordance with the protest procedures in this policy.
2. The District may, by contract, and where appropriate and lawful, impose an administrative penalty.
3. In addition to other sanctions available to the District, the violation of any provision of these program rules may be included as an incident of breach in each contract.

Request for Proposal and Bid Invitation Each request for proposal and bid invitation shall include a copy of this policy.

Policy and Provisions

Policy

Procurement of goods and services shall be made by the method that provides the best value for the District. This competitive solicitation is either an Invitation for Bids (IFB) or a Request for Proposals (RFP) advertised under Texas Education Code 44.031 and Austin Independent School District policies:

CAA, Fiscal Management- Financial Ethics
CH, Purchasing and Acquisition;
CHE, Purchasing and Acquisition- Vendor Relations;
CHF, Purchasing and Acquisition- Payment Procedures;
CHG, Purchasing and Acquisition- Real Property and Improvements; and
CHH, Purchasing and Acquisition- Financing Personal Property Purchases.

Individuals or entities considering whether to submit a bid or proposal are encouraged to review the entirety of these policies before submitting a bid or proposal. All can be accessed on Texas Association of School Board's (TASB) website https://pol.tasb.org/Home/Index/1146. Selected portions are re-stated here for emphasis.

Ethics

"All Trustees, employees, vendors, contractors, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources." *Policy CAA (Local)*

Contacting Board Members

"Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract during the restricted contract period. If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken. The restricted contact period shall begin upon the date of issuance of a solicitation and shall end upon execution of the awarded contract by all parties." *Policy CHE (Local)*

Opening Bids

"Bids may be opened only by the Board at a public meeting or by an officer or employee of the District at or in an office of the District. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price." *Local Gov't Code 271.026, Policy CH (Legal)*

"The Board shall have the right to reject any and all bids." *Local Gov't Code 271.027(a), Policy CH (Legal)*

"Bids and proposals may be withdrawn prior to the scheduled time for opening. Bids and proposals received after the specified time shall not be considered. The public and all proposers shall be invited to attend the bid or proposal opening. Competitive sealed proposals shall be opened at the time specified." *Policy CH (Local*)

Bid openings and the receipt of proposals will be held at the offices of:

Austin ISD
Contract and Procurement Services
4000 South IH-35 Frontage Road
Austin, Texas 78704

Bids and proposals are due no later than 2:00 PM on the date indicated in the IFB or RFP.

Factors

"In awarding a contract, the district shall consider:

1. Purchase price.
2. The reputation of the vendor and of the vendor's goods and services.
3. The quality of the vendor's goods or services.
4. The extent to which the goods or services meet the district's needs.
5. The vendor's past relationship with the district.
6. The impact on the ability of the district to comply with laws relating to historically underutilized businesses.
7. The total long-term cost to the district to acquire the goods or services.
8. For a contract that is not for goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.
9. Any other relevant factor specifically listed in the request for bids or proposals.

Education Code 44.031(b), Policy CH (Legal)

Required Contract Provision

"A district may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it does not boycott Israel and will not during the term of the contract. *Gov't Code 2270.002" Policy CH (Legal)*

Required Vendor Disclosures

"The Texas Ethics Commission shall adopt a conflict of interest questionnaire that requires disclosure of a vendor's business and family relationships with a district. *Local Gov't Code 176.006(b)*
A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the district and:

1. Has an employment or other business relationship with a local government officer of the district, or a family member of the officer, described by *Local Government Code 176.003(a)(2)(A);*
2. Has given a local government officer of the district, or a family member of the officer, one or more gifts with the aggregate value specified by *Local Government Code 176.003(a)(2)(B),* excluding any gift described by *Local Government Code 176.003(a-1)*; or
3. Has a family relationship with a local government officer of the district." *Policy CH (Legal*)

Disclosure of Interested Parties

"A district may not enter into a contract that requires an action or vote of the board before the contract may be signed, or has a value of at least $1 million, or is for services that would require a person to register as a lobbyist under Chapter 305, with a business entity unless the business entity submits a disclosure of interested parties to the district at the time the business entity submits the signed contract to the district. *Gov't Code 2252.908" Policy CH (Legal), Gov't Code Chapter 305.*

Required Form – Certificate of Interested Parties (Form 1295)
The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics

Commission (TEC) that includes a list of each interested party for the contract of which the contracting business entity is aware; and a written, unsworn declaration subscribed by the authorized agent of the contracting business entity as true under penalty of perjury that is in substantially the form set out in *Government Code 2252.908(e)(2). Gov't Code 2252.908(e); 1 TAC 46.5(a)*

Encouragement of Small, Local, and HUB Firms' Participation

"The district shall attempt to include and encourage bids from small and local firms, as well as firms owned or operated by minorities or women. The District shall also promote and encourage race and gender neutral measures to ensure equal opportunity in contracting." *Policy CH (Local)*

Recycled Products

"The district shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality." *Policy CH (Legal)*

Agricultural Products

"If the cost and quality are equal, the district shall give preference in purchasing to agricultural products, including textiles and other similar products that are produced, processed, or grown in Texas." *Policy CH (Legal)*

Vegetation for Landscaping

"If cost is equal and the quality is not inferior, the District shall give preference to Texas vegetation when it purchases vegetation for landscaping purposes." *Policy CH (Legal)*

Additional Provisions

1. **Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance**

A. *Membership.* Austin ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA) www.txctpa.org, an alliance of over 120 public school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

B. *Adoption of Awarded Contracts*. In support of this collaborative effort, all awards made by Austin ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either the awarded vendor or the adopting CTPA member district to participate unless both parties agree. Upon mutual agreement of both parties to engage under the terms of the original contract, the vendor agrees to provide the contracted goods and services at the same or better contract pricing and purchasing terms established by the originating district. Minor modifications to the scope of work of the original contract may be allowed to accommodate the adopting district's needs, as long as such modifications are directly related in nature to the original contract.

C. *Document Sharing between Members*. To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.

D. *Adopted Contract Management*. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no

responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.

2. **Interlocal Agreements with Government Entities**

Adoption of Awarded Contracts. Pursuant to the Texas Education Code 44.031 (a) (5), the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code, all awards made by Austin ISD may be adopted by other government entities, i.e. state agencies, local governments and school districts. By adopting a contract from another government entity, the adopting entity has met the competitive bidding requirements established by the *Texas Education Code, Section 44.031(a)(4)* and as required by the adopting entity's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating entity.

Adopted Contract Management. The adopting government entity shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating entity shall have no responsibilities under the new contract agreement.

3. Contracts with Vendors Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization prohibited.

Pursuant to *Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153*, Austin ISD is prohibited from entering into a contract for goods and services with a vendor that is on a list prepared and maintained by the Comptroller of the State of Texas as identified under Section 806.051 (companies with business operations in Sudan), Section 807.051 (companies with business operations in Iran) or *Section 2253.153* (companies known to have contracts with or provide supplies or services to a foreign terrorist organization).

4. Debarment, Suspension and Ineligibility

Pursuant to *Texas Government Code, Chapter 2155.077*, Austin ISD shall not solicit offers from, award contracts to, and consent to subcontracts with vendors and its principals that are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

5. Compliance with Gov't Code 552.372

The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this bid or contract if it is valued at more than $1 million. The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance."

BID CERTIFICATION

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

FIRM NAME _____

PHONE _____ EMAIL_____

ADDRESS_____

CITY_____ STATE_____ ZIP _____

SIGNED BY _____ TITLE _____

PRINTED NAME _____ DATE _____

NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

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

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

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

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

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

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

Check only one of the following:

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

☐ My firm **IS NOT** owned nor operated by anyone who has been convicted of a felony.

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

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

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

Signature of Company Official: _____

DEBARMENT, SUSPENSION AND INELIGIBILITY CERTIFICATION

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

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

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

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

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

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

VENDOR'S NAME: _____

Authorized Officer or Agent: _____

Printed name of company official signing above:

Date Signed: _____

EDGAR CERTIFICATIONS

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

(NON-CONSTRUCTION CONTRACTS)

This EDGAR Certifications addendum ("Addendum") is made a part of a contract ("Contract") between the Austin Independent School District ("Austin ISD" or "District") and the vendor ("Vendor"), where such contract and Vendor are referenced on the last page of this Addendum. The following certifications and provisions are required and apply when Austin ISD expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions are incorporated and made a part of the Contract in all situations where Vendor has been paid or will be paid with federal funds. Where there is a conflict between the terms of this Addendum and the terms of the underlying Contract, the terms of this Addendum shall prevail.**

I. 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 $150,000, 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 Austin ISD expends federal funds, Austin ISD 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.

_____ 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)

1. **Termination for Cause:** Pursuant to Federal Rule (B) above, when Austin ISD expends federal funds, Austin ISD reserves the right to immediately terminate any contract 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.

2. **Termination for Non-Appropriation of Funds for Multi-year or Multiple-year Contracts:** Performance by Austin ISD under the Contract for years subsequent to the current may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"), allocation of funds by the Board of Trustees (the "Board"), and/or, if the Contract is funded fully or partially by Federal grant awards, the receipt of the Notice of Grant Award ("NOGA"). If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, and/or there is a change in the NOGA, then the District may terminate this Contract without further duty or obligation under the Contract.

3. **Termination for Convenience:** Austin ISD also reserves the right to terminate the contract immediately upon written notice to Vendor for convenience, with or without cause, if Austin ISD believes in its sole discretion that it is in the best interest of Austin ISD to do so.

If the contract is terminated in accordance with any of the terms referenced in Section (B) above, Austin ISD shall compensate Vendor for any work performed and accepted and goods accepted by Austin ISD as of the termination date. Any award under this procurement process is not exclusive and Austin ISD reserves the right to purchase goods and/or services from other vendors when it is in Austin ISD's best interest.

_____ Initials of Authorized Representative of Vendor

(C) 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 Austin ISD, Vendor certifies that during the term of an award for all contracts by Austin ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

_____ Initials of Authorized Representative of Vendor

(D) 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 $150,000 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 Austin ISD, Vendor certifies that during the term of an award for all contracts by Austin ISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

_____ Initials of Authorized Representative of Vendor

(E) 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 Austin ISD, Vendor certifies that during the term of an award for all contracts by Austin ISD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

_____ Initials of Authorized Representative of Vendor

(F) 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 Austin ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by Austin ISD 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.

_____ Initials of Authorized Representative of Vendor

(G) Procurement of Recovered Materials — Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable. The requirements of Section 6002 include 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; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

_____ Initials of Authorized Representative of Vendor

II. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Austin ISD 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.

_____ Initials of Authorized Representative of Vendor

III. CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Austin ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

_____ Initials of Authorized Representative of Vendor

IV. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of Austin ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. 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.

_____ Initials of Authorized Representative of Vendor

V. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Austin ISD 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.

_____ Initials of Authorized Representative of Vendor

VI. 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.

_____ Initials of Authorized Representative of Vendor

VII. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

_____ Initials of Authorized Representative of Vendor

THE FOLLOWING SECTION TO BE COMPLETED BY AUSTIN ISD PROCUREMENT SERVICES DEPARTMENT ONLY:

- Contract / Solicitation Number (if applicable): 21RFP062
- Contract / Solicitation Title (if applicable): School Mental Health Centers for Elementary, Middle and High Schools
- General Description of Underlying Contract Covered Under this Addendum:
  Mental Health therapy services

BY SIGNING BELOW, THE 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 Business Name: _____

Address, City, State, and Zip Code (Principal place of business): _____

_____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Phone Number: _____ **Email Address:** _____

Signature of Authorized Representative: _____ **Date:** _____

Austin Independent School District

Strategic Partner Profile

Business Information

Legal Business Name: _____

Tax ID Number: _____

Other Names the Business Uses (DBA, Subsidiaries): _____

County where you are registered: _____

What is your commodity_____

How does your business support public education? _____

Legal Status to do Business in Texas

Ownership: _____

Registered with the State Comptroller of Public Accounts: _____

Registered with the Secretary of State: _____

Historically Underutilized Business (HUB) Status (if applicable, attach certification)

Certification with whom: _____

Disadvantaged Business Enterprise (DBE) Certification: _____

Minority Owned: _____

Woman Owned: _____

Physical and Mailing Addresses

Corporate Headquarters: _____

Offices Located in Texas: _____

Address to send IFB (Invitation for Bid) and RFP (Request for Proposal)_____

Address to Mail PO's_____

Total Number of Employees_____

Contact Information

Sales Contact Name_____

Sales Contact Phone Number_____

Sales Office Email_____

Headquarters Phone Number_____

Email Address to send PO's to_____

Fax Number to send PO's to_____

Website _____

Miscellaneous

DUNS Number_____

Do you accept American Express P-Card (credit card)_____

Cooperative Purchasing Alliances and State Contracts (include commencement and expiration dates of contract)

_____

PR #: NOGA:
Campus/Dept.:

Service Agreement
between
Austin Independent School District
and

This Service Agreement ("Agreement", as further defined in the paragraph immediately below) is entered into and effective on the last date that the Agreement is fully executed by the Parties (as defined herein below) by and between **Austin Independent School District**, a Texas school district ("**District**"), and , a person or business entity ("**Contractor**"). District and Contractor (collectively "Parties" and singularly a "Party") agree as follows:

This Agreement consists of the Signature Page and the following: the Terms and Conditions set forth below and all contents hereof; the Statement of Work (Exhibit A); the Basis of Compensation (Exhibit B); Criminal History Record Information Review and Contractor Certification (Exhibit C), and Additional Exhibits (Exhibits D, E, F, G, and H). This Agreement shall also include the Request for Proposals ("RFP"), when applicable, and Contractor's proposal.

Terms and Conditions:

GENERAL PROVISIONS:

1. DELIVERABLES:
   This Agreement requires Contractor agrees to provide services: as set forth hereunder, and as detailed in the RFP and Contractor's proposal, and as detailed in the Statement of Work (collectively, the foregoing shall constitute "Deliverables" and as applicable, singularly "Deliverable", as used in this Agreement), in a prompt, timely and professional manner. Quantities shown in the RFP are District's best estimate of District's requirements for the Agreement term but should not be construed as guaranteeing a minimum purchase quantity or establishing a ceiling. Contractor agrees services will not begin and payments will not be made by District until the Agreement is fully executed, a purchase order has been issued by District to Contractor and an invoice has been submitted by Contractor to District. Without limitation, Contractor will provide the Deliverables in accordance with the specified deadlines in the Statement of Work. Per District policy, contracted services provided by District employees or their immediate family members are prohibited without prior approval from the Superintendent or the Superintendent's authorized designee.

2. TERM OF AGREEMENT:
   Subject to Section 4, the term of this agreement shall be one (1) year upon full execution of this Agreement and continue in force for so long as any Exhibit to this Agreement remains in effect or until terminated in accordance with its terms.

3. RENEWAL OPTIONS:
   Provided that the Agreement is still in effect, the District shall have the option to renew the term of this Agreement for ( ) additional one-year periods commencing at the expiration of the term as defined in Section 2 and upon the same terms and provisions set forth herein. Renewal options shall be made by amendment to this Agreement, in writing and signed by authorized representatives of Contractor and District.

4. TERMINATION OF AGREEMENT:
   Except as otherwise allowed below, this Agreement shall terminate when Contractor shall have completed all work covered by this Agreement, unless extended by written mutual agreement of District and Contractor at the time final service is completed. The District may terminate the Agreement for any reason if the Contractor fails to fulfill the obligations in a timely and proper manner. The District may terminate the Agreement by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the Agreement, the Contractor shall be entitled to receive just

and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this Agreement at any time without cause by the furnishing of a five (5) day written notice from an authorized District representative to the Contractor, but the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this Agreement, less any compensation previously paid.

5. ENTIRE AGREEMENT AND AMENDMENT:
   This agreement constitutes the entire Agreement of the Parties, and it may not be changed, altered, amended, modified, or rescinded except by written agreement signed by the duly authorized representatives of the Parties.

6. ASSIGNMENT:
   Neither Party shall assign this Agreement without the other Party's prior written consent; except that Contractor may assign this Agreement without District's consent to an entity: possessing a controlling interest in Contractor; that is under common control with Contractor; or in which Contractor possesses a controlling interest. Irrespective of any assignment authorized by this Section, Contractor shall be legally bound by and subject to the Agreement, and any permitted Contractor assignee shall accept such assignment with the express written acknowledgement that it shall be bound by all terms and obligations set forth in this Agreement. Any prohibited assignment shall be void. This Agreement inures to the benefit of and will be binding upon District and Contractor and their respective successors and permitted assigns.

7. FORCE MAJEURE:
   Neither Party shall be liable for any delay or failure in performance due to acts of nature, terrorism, labor disputes, riots, war, fire, epidemics, disruption of utility services or other similar occurrences that are beyond its reasonable control ("Force Majeure"). However, in order to avail itself of such excuse, the Party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure.

8. DISPUTE RESOLUTION:
   In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

9. SEVERABILITY:
   If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, the invalid, illegal, or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced, except as modified to the minimum extent necessary to render the provision valid and enforceable.

10. COMPENSATION:
    District agrees to compensate Contractor for Deliverables related to the performance of this Agreement based upon work actually and satisfactorily performed not to exceed the total amount detailed in the Basis of Compensation. There is no minimum guarantee of payment. The Contractor shall not receive reimbursement for travel, meals and lodging related to any services rendered or efforts provided in fulfilling the obligations of this Agreement unless expressly authorized by District.

11. HOLD HARMLESS AND INSURANCE REQUIREMENTS:
    It is agreed that the Contractor is an independent contractor. Contractor shall be solely responsible for payment of employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. Contractor shall provide, if required, workers' compensation and public liability insurance to protect Contractor from liability for injuries or damages. Contractor agrees to hold the District harmless from any and all liability that the District may incur, including without limitation, damages of every kind

and nature, out-of-pocket costs and legal expenses, incurred by reason of the Contractor's negligence or breach of this Agreement.

12. NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR:
Contractor 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. District may terminate this Agreement if District determines that Contractor failed to give or misrepresented the conduct resulting in the conviction. Statutory citation found in Texas Education Code §44.034. This notice is not required of a publicly-held corporation.

13. CRIMINAL HISTORY RECORD INFORMATION REVIEW:
Contractor, whether a person or business entity, must submit to a criminal history record information review if as an independent contractor, Contractor will have continuing duties related to the contracted services and direct student contact as defined in District policy CJA (LEGAL). Contractor must certify to District in Exhibit C to this Agreement that Contractor has complied. Statutory citation found in Texas Education Code § 22.0834.

Contractor shall also ensure that a criminal history record information review, per guidance in Exhibit C to this Agreement, has been conducted on all of its employees, interns, volunteers or sub-contractors providing services for the District under this Agreement and there is no criminal history record that would prevent employees, interns, volunteers or sub-contractors from working in District facilities or events sponsored by the District. If it is determined that Contractor or any of Contractor's employees, interns, volunteers, or sub-contractors is in violation of this provision, Contractor shall immediately remove such person from the property of the District with no requirement of written notice from the District and shall prohibit such person from future entry on the property of the District. Statutory citation found in Texas Education Code § 22.0834.

14. GOVERNING LAW; VENUE, CONTRACTOR COMPLIANCE WITH LAWS:
Texas law, including as applicable, the Texas Uniform Commercial Code, shall govern this Agreement and all matters in any way related to this Agreement. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this Agreement, and both Parties agree that venue for any litigation arising from or in any way relating to this Agreement shall exclusively lie in Travis County, Texas. Contractor agrees to abide by all local ordinances and all state and federal laws in the provision of its services, activities or programs to District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, *et seq*., 29 CFR §1630, *et seq*.; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq*.; the Family Educational Rights and Privacy Act ("FERPA"), 20 USC §1232g, *et. seq.*, 34 CFR §99.1, *et seq.*; Title IX of the Education Amendments of 1972, 20 USC §1681 *et seq.*, 34 CFR §106.1 *et seq.* the Health Insurance Portability and Accountability Act ("HIPAA"), any applicable federal, state, and local law and private grant requirements.

15. RETENTION OF RECORDS AND AUDIT:
Contractor shall retain any books, documents, papers, and records that are directly pertinent to this Agreement. Contractor shall make the said materials available for audit, examination, excerpt, and transcription to District, sub-grantee or grantee of funds, or their authorized representatives, for a period of seven (7) years following termination of Agreement. Contractor agrees that it will allow District to examine, evaluate and audit Contractor's performance of services provided under the terms of this Agreement. Examination, evaluation and audit may include site visitation, observation of performance in operation, interview and the administration of questionnaires to employees of the Contractor when deemed necessary.

16. SPECIAL PROVISIONS:

Special provisions, changes, or additions to the provisions shall be described in the box hereinbelow, or attached page, and are subject to express approval of the District's General Counsel.

Signature Page

SIGNATORY AUTHORITY: Each individual signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement**.** The signing of this document represents and warrants the execution and delivery of the Agreement and the performance of obligations that have been duly authorized.

AUSTIN INDEPENDENT SCHOOL DISTRICT:

Principal/Director Date
Name:

Director, State, Federal, Private Accountability
Nancy Phillips
(Applicable only if utilizing grant funds)

Associate Superintendent/Executive Director
Name: Date

CONTRACTOR:

Title:
Date
Name:

Title:
Date
Name:

District Policy CH- Agreements in value range of $10,000-$50,000 are only valid when the following signatures are present:

Chief Officer Date
Name:

Chief Financial Officer Date
Nicole Conley

Approved as to legal form
General Counsel

Superintendent Date
Paul Cruz, Ph. D.

District Policy CH -Board Item - $50,000 and above

District Board President Date
Name:

EXHIBIT A

Statement of Work

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

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

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

INSTRUCTIONS:

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

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

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

EXHIBIT B

Basis of Compensation

INSTRUCTIONS:

Basis of compensation should include applicable rate regarding:

- an hourly rate;
- daily rate; or
- payment schedule.

and the total amount as indicated in Provision 10 of this agreement.

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

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

Compensation	Rate of Compensation		# of units		QTY		Subtotal
Example:							
$ 25.00	*Per Hour*	*x*	*Hours*		*4*	*= $*	*100.00*

$			Per Hour	x	Hours		=	$	
$			Per Day	x	Days		=	$	
$			Per Participant	x	Participants		=	$	
$			Per Month	x	Months		=	$	
$			Materials*	x			=	$	
$			Other**	x			=	$	
					AGREEMENT TOTAL			**$**	

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

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

**RELATED TRAVEL INFORMATION-

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

· District will only reimburse for transportation, meals and lodging expenses.(Reimbursement will not include gratuity, alcoholic beverages and entertainment expenses);

·Travel expenses must have actually been incurred during the performance period of the Agreement;

·Costs must be identifiable, supported by evidence of original receipts or other authorized payment documents; and

·Travel has to be undertaken by the most appropriate means of transport, the most direct practicable route and the least costly fare structure (economy class if air fare). Expenses for meals and lodging shall be paid within the requirements of the U.S. General Services Administration (GSA). Costs shall not exceed the allowable GSA travel rates identified by area and time period that can be located at www.gsa.gov.

EXHIBIT C

Criminal History Record Information Review
Contractor Certification

As agreed to in Terms and Conditions, Section 13, Contractor is directly responsible to ensure that a criminal history record information review has been conducted and that there is no criminal history record that would prevent the Contractor or its employees, interns, volunteers, or sub-contractors from working in the District's facilities or in events sponsored by the District. Statutory citation found in Texas Education Code § 22.0834. Relevant District policy includes:

- CJA (LEGAL): Provides definitions of relevant terms such as 'covered contract employee,' direct contact with students,' etc., and Contractor responsibilities regarding criminal history record certification.
- GKG (REGULATION): Describes procedures and considerations for approval of volunteers and interns to work with students, including the appropriate background checks (fingerprint-based vs. name-based) to be conducted.
- DC (EXHIBIT): Includes District guidelines on responding to criminal history records.

To review full District policy related to criminal history record review, go to http://pol.tasb.org/Home/Index/1146 and type policy reference (e.g., CJA, GKG, DC) into 'Search' field, or request the most recent policy updates from District Employee Relations Coordinator, Naomi Tafoya, by emailing naomi.tafoya@austinisd.org

On behalf of ("Contractor"), I, the undersigned authorized signatory for Contractor, certify to Austin Independent School District ("District") that:

If I, personally, will have continuing duties related to the contracted services and direct student contact, I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-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 District in writing within three (3) business days if I am arrested or Adjudicated for a disqualifying reason during the term of this Agreement. I agree to provide to District, upon request, my full name and any other requested information so that District may obtain my criminal history record information. I understand that District may terminate my services at any time if District determines, at its sole discretion, that my criminal history is not acceptable.

[and check one]

[☐] None of Contractor's employees, interns, volunteers, or sub-contractors are ***covered employees***, as defined in Texas statute or District policy CJA (LEGAL), In the event that any of the Contractor's employees, interns, volunteers, and sub-contractors become *covered employees* during the term of this Agreement, Contractor will notify the District and submit Exhibit C.1 (Covered Employees List) to the District with updated information prior to *covered employees* coming in direct contact with students.

Or

[☐] Some or all of Contractor's employees, interns, volunteers, or sub-contractors are ***covered employees***. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify District in writing within three (3) business days.
(3) Exhibit C.1 (Covered Employees List) has been fully and accurately completed with information for all of Contractor's *covered employees*. If District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at District.

I also certify to District on behalf of Contractor that Contractor has obtained certifications from its sub-contractors of compliance.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

_____ _____

Signature Date

Title:

EXHIBIT C.1

Covered Employees List

- Complete all requested information.
- Use of a current driver's license or state-issued ID is required.
- You may download and submit this form electronically. Attach additional page, if needed.
- Please submit updates to this list to District Employee Relations Coordinator, Naomi Tafoya, at naomi.tafoya@austinisd.org

Last Name, First Name *as it appears on driver's license or state-issued ID*	**Date of Birth**	**Driver's License or ID #**	**State of Issue**	**Name of Fingerprinting Agency**

Additional Exhibits

EXHIBIT D. TRS RETIREE:
If you are receiving or have received retirement benefits through the Teacher Retirement System of Texas (TRS) or any other retirement program (Retirement Benefits), you acknowledge the following:

-The District cannot and does not make any guarantees regarding your continued right to receive the Retirement Benefits.

-You are relying on your own investigation and understanding of the law and upon the guidelines, rules, and regulations regarding employment after retirement of the program(s) under which you retired. You are not relying on any statements made by the District regarding the effect of District employment or contracting with the District on your Retirement Benefits.

-You agree not to sue or otherwise bring any claim against the District, its Board of Trustees, its Superintendent, or any other employee or agent of the District for any loss or reduction in the value of your Retirement Benefits.

-If you retired under the TRS, the District must report your employment to the TRS. You agree not to sue or otherwise bring any claim against the District, its Board of Trustees, its Superintendent, or any other employee or agent of the District based on such reports.

-You acknowledge that, because of your retiree status, the District will incur expenses over and above those associated with hiring a non-retiree in a similar position with similar years of experience. You agree that the District may reduce your pay or contracted compensation to offset these expenses, provided that your salary does not fall below the state minimum, if applicable.

If you are in fact a TRS Retiree, please print name and date of retirement below.

I, , confirm that I am a TRS retiree as of effective date: .

EXHIBIT E. DEBARMENT, SUSPENSION, AND INELIGIBILITY CERTIFICATION:
Statutory citation is found in the U.S. Office of Management and Budget Circular A-102, 2 CFR 11 Part 215, and Federal Acquisition Regulation Subpart 9.4 Federal agencies, state agencies, and local governments, including the Austin Independent School District, shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only. OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*, Section 1 (d), requires that Austin ISD shall not award a contract to a contractor, or consent to a subcontract with a contractor, that is debarred, suspended, proposed for debarment, or otherwise declared ineligible. “Contractor” means any individual or other legal entity that:

(1) Directly or indirectly submits offers for or is awarded a Federal Government or Austin ISD contract or a subcontract under a Federal Government or Austin ISD contract; or

(2) Conducts business, or reasonably may be expected to conduct business, with the Federal Government or Austin ISD.

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

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

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

EXHIBIT F. CAMPUS SECURITY REQUIREMENTS FOR CONTRACTORS:
At all times when the Contractor, sub-contractor, staff, and volunteers enter a District facility, each individual must go to the front office of the campus and provide valid identification and justification of their presence on the campus.

EXHIBIT G. INVOICING AND PAYMENT:
Once services described in "Statement of Work", Exhibit A have been performed and completed, the Contactor agrees to submit an original invoice referencing Purchase Order number requesting payment for performance: Austin Independent School District, 1111 West 6th Street, Austin, Texas 78703-5300, Attention: Accounts Payable. Contact number is 512.414.2362

EXHIBIT H. NOTICES:
Any notices required or permitted by this agreement shall be in writing and delivered to the parties as set forth on page 10.

CONTACT INFORMATION FOR NOTICES

AUSTIN INDEPENDENT SCHOOL DISTRICT

(Initiator of agreement)

School/Department

Representative

Title

Address

City, State, Zip

Business Telephone Facsimile

Business Email

Date

COMPANY INFORMATION

Contractor: Complete information, check boxes below, and respond to Purchase Order (PO) preference.

Contractor Name

Title

Business Name or DBA

Address

City, State, Zip

Business Telephone Facsimile

Business Email

Date

Independent Contract Certification:

☐Check if Contractor was previously employed by the District.

Tax Information:

☐Check if W9 Tax Form has been completed and submitted to the District

Purchase orders (PO) are sent electronically
Please check preference:
☐Fax
☐Email

Additional contact information:

Name

Title

Business Telephone

Business Email