



# Request for Proposals 19RFP129 School Mental Health Centers at Elementary, Middle and High Schools

Note: Request for Proposals 19RFP129 replaces previous non-awarded RFPs 19RFP059 and 19RFP115

Date	Event
March 26, 2019 April 2, 2019	Dates of public notice
Not applicable	Pre-proposal conference
April 3, 2019	Due date for questions by 5:00 pm
April 5, 2019	Questions and answers posted on our website
<b>April 17, 2019</b>	<b>RFP opening / due date at 2:00 pm CST</b>
June 17, 2019	AISD Board meeting for review/approval

**Deliver Sealed Proposals to:**

**Austin ISD  
Contract & Procurement Services  
1111 West 6<sup>th</sup> Street  
Building A, Suite 330  
Austin, TX 78703**

**Contact:**

**Name: Anita Muscarella  
Title: Senior Procurement Specialist  
Phone: 512-414-9800  
[anita.muscarella@austinisd.org](mailto:anita.muscarella@austinisd.org)**

- Questions must be submitted via e-mail to the contact person listed above.  
**In the e-mail subject line, type: Questions 19RFP129 School Mental Health Centers**
- Q & A and addenda will be posted on our website: [www.austinisd.org/cp/bids](http://www.austinisd.org/cp/bids)
- **Proposals are due no later than 2:00 pm on the date indicated.** Your proposal must be delivered by mail or hand delivery in a sealed envelope or carton. Proposals received after the specified time shall not be considered.
- **Please submit the following:**
  - Required**
    - One (1) hard copy marked “original” – include signed “required” forms
    - One (1) digital copy on a flash drive marked “original” – include signed “required” forms
  - Requested for evaluation team**
    - Five (5) flash drives with additional digital copies
    - Five (5) additional hard copies - marked “copy”
- FAX, e-mail or other electronic proposals will not be accepted.
- Proposals must be plainly marked with:
  - Name and address of the respondent
  - 19RFP129 School Mental Health Centers

## **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 Instructions on our website: [Policy and Instructions](#)
- Attend pre-proposal conference (if scheduled, but attendance is not required)
- Submit questions properly before deadline
- Review addenda, Q&A and other additional attachments
- Review Proposal Format section of RFP

### **Forms**

Completed | Required (checked form must be included with your proposal)

- |  Bid Certification
- |  Notification of Criminal History of Contractor
- |  Debarment, Suspension and Ineligibility Certification
- |  Conflict of Interest Questionnaire (CIQ) – electronic (AISD website)
- |  Strategic Partner Profile
- |  EDGAR Vendor Certification
- |  CTPA Adoption Clause
- |  Interlocal Cooperative Agreement Clause CTPA Adoption Clause

### **Submitting the Proposal**

Completed

- Prepare the proposal in the format specified and sign all required forms
- Submit required hard copy marked “original”
- Submit requested quantity of digital copies on flash drive
- Submit requested quantity of hard copies marked “copy”
- Package proposal in sealed envelope or carton properly labelled
- Deliver proposal to delivery address by RFP opening / due date and time

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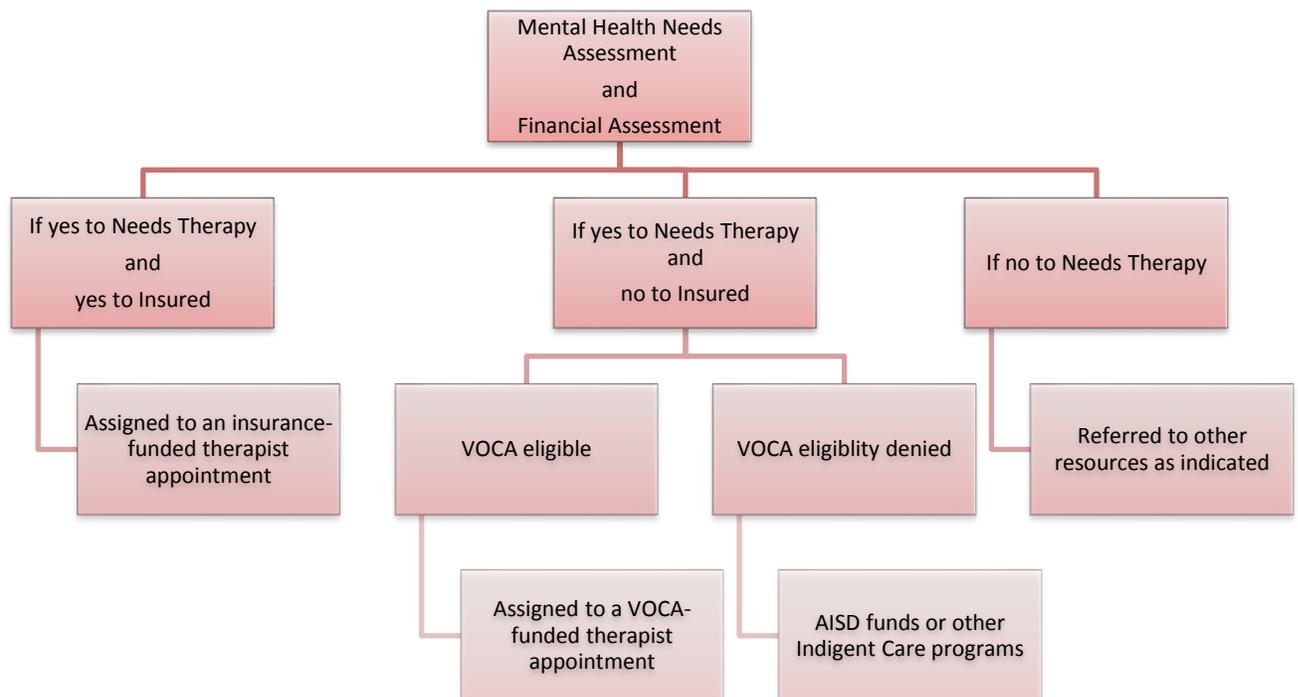
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## I. INTRODUCTION

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. Note: Request for Proposals 19RFP129 replaces previous non-awarded RFPs 19RFP059 and 19RFP115 due to changes in the scope of work and performance requirements.

The Austin ISD Department of Health Services seeks to fund up to 31 school mental health centers (SMHC) at elementary, middle and high school campuses. In collaboration with the district, the vendor may expand to additional campuses based on availability of funds.

Funding for the SMHC will be provided by the district through local funds, funds under a Victims of Crime Act (VOCA) grant (<https://www.ovc.gov/>) offered through the Office of the Governor for clients who meet eligibility criteria, in conjunction with third party billing completed by the Proposer. A mental health needs assessment and financial needs assessment will determine the appropriate funding source.



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The following school campuses are to be served:

Anderson HS	Austin HS	Bowie HS	Crockett Early College HS
Eastside Memorial Early College HS	International HS	Lanier HS	LBJ Early College HS
Liberal Arts and Science Academy	McCallum HS	Reagan Early College HS	Travis HS
Bailey MS	Bedichek MS	Bertha Sadler Means YWLA	Burnet MS
Covington MS	Dobie MS	Fulmore MS	Gorzycki MS
Gus Garcia YMLA	Kealing MS	Lamar MS	Martin MS
Mendez MS	O'Henry MS	Paredes MS	Small MS
Webb MS	Ann Richards	Garza HS	

The district will give preference to Proposers who have experience implementing a school mental health center model, experience billing insurance companies directly and familiarity with VOCA funded programs.

Responses to this RFP should include a comprehensive solution to address our growing need for mental health center services at schools. We welcome and invite innovative and creative ideas that present staffing models and billing solutions to maximize reimbursements for current school-based healthcare services and generate additional revenue to expand services so long as the model delivers high-quality services to students without increasing current expenses.

Austin ISD is shifting from a per campus allocation of funding to a fee-for-service payment model based on allowable billing rates.

## PROGRAM OVERVIEW/BACKGROUND

Currently, the Austin ISD School Mental Health Centers (SMHC) operate on 43 campuses across elementary, middle and high schools. They are supported by local funding, VOCA funding, federal funding, state funding and private funding. SMHC's are open year-round, 12 months of the year and do not close during school district traditional breaks (i.e. Winter Break, Spring Break, etc.) The goal of SMHC's are to serve all students, staff, families that seek intensive mental health support services.

The treatment approach used in Austin ISD SMHC is based on the "Ecological Model of Care" which supports the connections between students, families and staff.

<https://www.annualreviews.org/doi/full/10.1146/annurev-publhealth-031210-101141>

[https://www.acha.org/healthycampus/healthycampus/ecological\\_model.aspx](https://www.acha.org/healthycampus/healthycampus/ecological_model.aspx). Services are provided not only to students, but also to family and staff members.

The ecological approach in the District is supported by trauma informed models of intervention which focus on healthy attachments, self-regulation and competency such as Trust Based Relational Intervention (TBRI): <https://child.tcu.edu/about-us/tbri/#sthash.pciGWABM.dpbs> and Attachment, Regulation and Competency (ARC):

<https://arcframework.org/what-is-arc/>. Further, the following evidence based therapeutic orientations are utilized: Cognitive behavioral therapy (CBT), motivational interviewing (MI), play therapy and family systems therapy.

All services are carried out in the form of individual, group and family therapy sessions by licensed, clinical mental health providers in the child's school. Cross system collaboration (home, school, treatment providers, child) is implemented to support the child's healing. Students are referred for SMHC services by the student, staff, campus Child Study Team, or parent/guardian.

Health Insurance Portability and Accountability (HIPAA) and Family Educational Rights and Privacy Act (FERPA) compliant referral and consent forms are utilized to protect the confidentiality of student educational records and healthcare information. Parent/guardian consent is required in order for a student to receive services.

## **II. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS**

The Austin ISD HUB Program promotes and strongly encourages the involvement and participation of Historically Underutilized Businesses (HUB) in District-wide procurement. When AISD considers entering into a contract estimated at \$50,000 or more, the HUB Program will determine whether subcontracting opportunities are applicable before publishing the solicitation.

The AISD HUB Program guidelines are not applicable for this solicitation due to a funding source that is not eligible for HUB Program oversight. Although this solicitation is exempted from the AISD HUB Program, the District still encourages the use of certified firms whenever possible in contracting. Please contact the HUB Program Department at [HUBProgram@austinisd.org](mailto:HUBProgram@austinisd.org) as a resource.

## **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***

**Use Attachment A-Scope of Service and Financial 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***

**Use Attachment A-Scope of Service and Financial Offer Form**

Proposal will contain a detailed financial solution.

***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**

Forms are required with **Original response & flash drive only**; they can be excluded from additional requested copies.

Contractor shall execute the following required forms (located on our website: [Required Forms link](#)), and return the **signed original** with the proposal:

- Bid Certification
- Notification of Criminal History of Contractor
- Debarment, Suspension and Ineligibility Certification
- CTPA Adoption Clause
- Interlocal Cooperative Agreement Clause CTPA Adoption Clause
- EDGAR Vendor Certification
- Strategic Partner Profile
- Conflict of Interest Questionnaire (CIQ). The CIQ is prepared by the Texas Ethics Commission, in compliance with Chapter 176 of the Texas Local Government Code. The form should be submitted on-line at [Conflict of Interest Questionnaire - CIQ](#).

**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;

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

**PHASE 1**

<b>Points</b>	<b>Item</b>	<b>Detailed Description</b>
<b>20 Points</b>	Proposed Plan	The adequacy and completeness of the plan offered addressing the Scope of Service, as provided in Attachment A.
<b>30 Points</b>	Contractor's Capabilities	The demonstrated ability of the contractor to provide services, including references, as provided in Attachment A.
<b>20 Points</b>	Management Information	The ability to process information management requirements of the District and partners.
<b>30 Points</b>	Financial Proposal	Provides detail budget that financially supports the delivery model and demonstrates insurance billing experience.

- 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.

Austin ISD is seeking to provide high-quality, cost effective and reliable school based mental health treatment and therapeutic services to district students in a reliable, effective manner at competitive rates. The Austin ISD Department of Health Services seeks to fund 31 plus school mental health centers (SMHC) at elementary, middle and high school campuses. In collaboration with the district, the vendor may expand to additional campuses based on availability of funds.

Proposer will provide direct mental health services on each campus to those that need intensive mental health services, including to; students, staff, and family members. AISD would prefer to have a minimum of 2.0 FTE's/campus, each therapist split funded by VOCA reimbursement and the remaining through AISD and private insurance reimbursements. Services run year-round and over holidays. The proposer may provide an alternative staffing model in the proposal if it meets the goals of the program.

We are open to innovative methods that can expand the mental health treatment service coverage to more students. We also are interested in proposals from respondents with billing models to maximize reimbursement for health care services currently provided in schools, generating additional revenue to expand student health services. In all models, respondents will be required to comply with the requirements of all applicable laws, including the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA), and regulations.

The respondent is free to set its own job qualifications, to be reviewed and approved by the District. The healthcare staff employed by the respondent must meet the appropriate Texas LCSW, LPC, LMFT, PHD and PSYD, etc. licensure requirements for the scope of services the staff will provide. It is the respondent's responsibility to hire the best-qualified healthcare staff. The respondent must advise the District when terminating an employee and the respondent will be asked to remove underperforming or unsatisfactory employees at the District's discretion under the guidance of AISD's Director of Health Services in consultation with the vendor.

All responses to this RFP must present a well-developed plan with a cost that does not increase current district net cost and reflects the respondent's expertise, experience, and capacity to carry out the following duties.

### **A. Mental Health Center Service Requirements**

Proposer will:

Protect the privacy of students, their families and AISD staff by utilizing the AISD School Mental Health Center (SMHC) 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. When students are referred for evaluation, the therapist will confirm it's an appropriate referral for mental health services.

Utilize the AISD School Mental Health Center referral and consent form process to obtain referrals on campus through teachers, campus staff, campus Child Study Team, parents/guardians, school counselors, police and resource officers, and external community partner agencies (i.e.; Family Protective Services, police/sheriff officers, service providers such as Communities in Schools, SAFE, and other providing supports to students and families).

The referral process will allow individuals to refer student victims for evaluation. When students are referred for evaluation, the therapist will confirm it's an appropriate referral, the therapist will contact parents to get consent and to ascertain whether other members of the household are also impacted by the crime and should also be evaluated for services.

Provide direct mental health services on each campus to those that need intensive mental health services, including to; students, staff, and family members.

Provide psychiatric services for those in need via referral to appropriate providers.

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 competency and victim assistance.

Provide training to newly hired therapists on working in school systems and collaborating with AISD partners (in collaboration with AISD).

Provide direct mental health services to students, staff, and families identified as victims and referred by parents, staff, and individuals seeking mental health therapy. Victims are defined by one of the following categories:

- a. Child abuse and neglect;
- b. Family violence;
- c. Sexual assault;
- d. Human trafficking;
- e. Other types of violent crime.

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Collaborate with other mental health professionals on the campus, including; school counselor, Licensed Mental Health Professional, school nurses, School Mental Health Officers, etc. In the event of an incident on campus, the vendor may be requested to provide services in response to a crises situation.

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

Have the ability to blend cultural knowledge and sensitivity with victim 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 in the client's native language.

Serve identified students with minimal interruption of the academic day to include 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.

Evaluate whether referrals for services are appropriate. Upon receipt of an appropriate referral, vendor will conduct a formal assessment to determine which funding source will be utilized according to established AISD guidelines.

Have an accounting system with functionality to identify the receipt and expenditure of program funds separately for each funding source: VOCA, AISD and insurance billing.

Have an accounting system that is able to accurately reflect allocation of therapist funds among various fund sources, when therapists are paid from multiple fund sources.

Ensure that school mental health centers have therapeutic coverage at all times, with appropriate plans in place for leaves of absence, employee resignation/termination....

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>)

## **B. Reporting, Evaluation and Key Performance Measures**

Collaborate with Austin ISD to provide FERPA/HIPPA compliant analysis and evaluation on progress of students, staff, and families served.

Have proven research experience (published and/or presented) in the area of school based mental health and 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, legislated hearings, etc).

Participate with the district in the following processes:

- a. Summary of therapeutic outcomes using a well validated, standardized tool (i.e.; Behavior Assessment System for Children, Child and Adolescent Needs and Strengths, Achenbach...).
- b. Analysis and summary of the child's school related outcomes (comparison of students' attendance rates, disciplinary records pre/post treatment, academic performance, etc.).
- c. Analysis and summary of the projects training for teachers, school counselors, police, officers, parents, and service providers.
- d. Interviews with stakeholders (parents, teachers, school counselors, police).

Will keep a record of and report on the numbers of clients funded through:

- Insurance (Medicaid, CHIP, Private)
- VOCA
- Insurance and VOCA eligible
- AISD funds due to no insurance and non-VOCA eligible
- AISD funds for co-pay and deductible assistance

Annual report that analyze 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.

With continued oversight of the AISD Director of Health Services and direct supervision of the project coordinator, School Mental Health Coordinator, regular reviews will be scheduled to monitor the progress on the SMHC's and to ensure compliance with VOCA grant requirements.

For VOCA eligible clients, proposer must comply with quarterly reporting requirements. (See Attachment B)

Data reporting on program services and efficacy is conducted quarterly for VOCA funding and reported and analyzed annually for all funding sources.

<b>VOCA Progress Report</b>	<b>Reporting Period</b>	<b>Due Date</b>
Report 1: Quarterly Progress Report	October through December	1/15/2019
Report 2: Quarterly Progress Report	January through March	4/15/2019
Report 3: Quarterly Progress Report	April through June	7/15/2019
Report 4: Quarterly Progress Report	July through September	10/15/2019
Report 5: Quarterly Progress Report	October through December	1/15/2020
Report 6: Quarterly Progress Report	January through March	4/15/2020
Report 7: Quarterly Progress Report	April through June	7/15/2020
Report 8: Quarterly Progress Report	July through September	10/15/2020

### **C. Financial Sustainability Plan**

Austin ISD is shifting from a per campus allocation of funding to a fee-for-service payment model based on allowable billing rates by insurance source (i.e., there will be a different allowable billing rate for private insurance, Medicaid/CHIP, and those that are uninsured).

It is the district’s expectation that the contractor will collaborate with the Austin ISD Director of Health Services to develop a model that can be sustained ongoing without funding from the district. The contractor will maintain the financial stability of this program with revenue generated through third-party billing (private insurance, Medicaid, CHIP and other insurers).

Respondents are to provide a solution using the funds:

**Part 1 \$495,000 (AISD funds over a 15-month period ending September 30, 2020 for the uninsured and VOCA ineligible, co-pay/deductible assistance for the insured, campus support activities and overhead costs)**

**Part 2 \$5,557,500 (VOCA funds for those who are uninsured and who meet the VOCA criteria over a 15-month period, ending September 30, 2020.)**

**Part 3: Vendor collection of Medicaid, CHIP and private insurance based on current rates.**

AISD will reimburse for the following CPT codes for those who are uninsured and VOCA ineligible, as well as those who are uninsured and VOCA eligible: 90847, 90853, 90832, 90834, 90837, 90791, 90785, 90839 90840, 96127, 90846, 90887...).

- The reimbursement rates will equal the current year Texas Medicaid fee-for-service rates established by the Texas Medicaid and Healthcare Partnership (TMHP) fee schedule, which can be found at <http://public.tmhp.com/FeeSchedules/Default.aspx>
- This will be billed to AISD on a monthly basis with a detailed invoice. AISD will provide the format and details required for the invoice.

**Further, reimbursements are available for those who cannot afford their co-pay/deductible up to a to be determined amount.**

**AISD will allow a rate of \$65/hour (\$5,000 per campus/76.92 hours)** over 15 months to conduct the following per campus:

- Direct Costs for those administrative staff that do not provide direct services- and may not be billing us (team lead, Program manager, etc.)
- For startup costs necessary and essential to providing direct services (room set up, furniture, play therapy items, etc.)
- For research and data analysis for reporting to AISD and/or Office of the Governor (OOG).

The contractor will conduct a financial assessment to determine payor source for all individuals meeting clinical eligibility criteria. The contractor is responsible for billing and collection for all third-party resources. We anticipate this to be approximately 90% of all students served and 95-98% of all AISD staff. AISD will not require the contractor to provide services to families with insurance who do not agree to bill their insurance for services. We encourage the vendor 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 vendor will connect the family to insurance eligibility services in the community to connect them with a payor source.

**The proposer may provide an alternative staffing model in the proposal if it meets the goals of the program.** Please provide details on how the service will be delivered, how it meets the goals of the program stated in the RFP, and the benefits of the alternative model to the current model.

**Sustainable Plan to Improve Student Health** – Respondents are encouraged to provide a long-term and sustainable plan to improve the quality, scope, and utilization of student health services in the most economical way through government subsidies, grants, or partnerships with other healthcare entities.

The district will give preference to a vendor who bids, at a minimum, on all of the campuses identified in this RFP. However, vendors may choose to bid on a subset of the campuses. Vendors are encouraged to propose to expand to additional campuses beyond the 31 identified.

**Proposer will provide a complete fee and cost detail supporting all elements of its Proposal, including a detailed budget that financially supports the delivery model across 31 (or more) campuses. The budget should at a minimum include:**

- Number of FTEs by campus
- Salary and Fringe costs
- IT/Office administration costs
- Data Reporting costs
- Indirect costs
- Anticipated revenue from third-party billing
- Anticipated AISD revenue (based on information in RFP 4.B. Section III)

Provide full mal-practice coverage on employees assigned to serve Austin ISD students.

In addition to the direct financial contribution outlined above, the district will provide a private space, access to WiFi, utilities, phone, furniture that is available in the AISD Warehouse at each campus at no cost to the contractor. The district will not purchase furniture for the space. The vendor may bring in furniture that will be the property and responsibility of the vendor.

The district will not cover costs associated with denied insurance claims or copays/deductibles.

#### **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
- Attachment A: Scope of Service and Financial Reporting Offer Form
- Attachment B: VOCA Reporting Template Federal Requirements



**Contacting Board  
Members**

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

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

**Restricted Contact  
Period**

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

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

*Prohibited  
Communications*

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

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

*Permissible  
Communications*

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

PURCHASING AND ACQUISITION  
VENDOR RELATIONS

CHE  
(LOCAL)

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

*Other Vendor  
Participation and  
Communication*

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

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

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

PURCHASING AND ACQUISITION  
VENDOR RELATIONS

CHE  
(LOCAL)

- 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.



**Attachment A  
19RFP129 Request for Proposals (RFP)  
Scope of Service and Financial Proposal Offer Form  
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.

<b>Proposers Capabilities</b>	<b>Y/N</b>	<b>Detailed Response</b>
1. Vendor has experience providing services in a school setting that supports an Ecological approach to care? Include in your response the number of districts and campuses served and how you serve students, families and teachers.		
2. Vendor has a formal training protocol for newly hired therapists? Include in your response what that includes and time from date of hire to placement on campus.		
3. Vendor has ability to provide psychiatry services?		
4. Vendor 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.		
5. Vendor has the ability to provide intensive direct mental health services to students, families and staff. How will you address therapeutically serving teachers and students on the same campus?		
6. Vendor has experience providing mental health services to victims of crime with trauma informed practices? Victims may include individuals identified in the following categories:		

<p>Child abuse  Family violence  Sexual assault  Human trafficking  Other types of violent crime</p>		
<p>7. Vendor has experience collaborating with education and external community partners? Provide examples of this experience in your response.</p>		
<p>8. Vendor has the ability to utilize AISD School Mental Health Center referral forms and required guardian consent forms?</p>		
<p>9. Vendor has experience protecting the privacy of students, their families and staff using forms and processes that comply with (FERPA) and (HIPAA)?</p>		
<p>10. Vendor is able to staff at two clinically licensed FTE per campus, year round, with split funding for each therapist between VOCA, AISD and Insurance reimbursements? You may propose an alternative staffing model if it meets the goals of the program.</p>		
<p>11. Vendor is able to meet the clinical licensure requirements as defined in the RFP.</p>		
<p>12. Vendor will provide full malpractice coverage on employees assigned to serve Austin ISD students.</p>		
<p>13. Vendor has a plan to address employee LOA, turnover...to ensure continuity of care? Include in your response your turnover for therapists only during the preceding 12 months.</p>		
<p>14. Vendor 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.</p>		
<p>15. Vendor has experience providing culturally relevant therapy to clients of all cultures, backgrounds, languages, and socio-economic status.</p>		
<p>16. Vendors provides training to their staff in the areas of trauma informed care modalities, cultural competency and crisis intervention. Describe the types of training and frequency.</p>		
<p>17. Vendors clinical staff are trained in evidence based therapeutic interventions. Include in</p>		

your response which orientations your staff utilize.		
18. Vendor has experience providing professional development to staff. Describe types of training provided.		
19. Vendor 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.		
20. Vendor uses trauma informed screening and clinical assessment instruments and tools. Include in your response, which instruments you use.		
21. Vendor has the ability to meet the VOCA reporting requirements as noted in the RFP, as well as AISD SMHC monitoring requirements.		
22. Vendor has the ability to adhere to Austin ISD systems and policies:		

## FINANCIAL PROPOSAL

Provide a detailed solution on how you will serve 31 plus campuses using the following funds:

**Part 1 \$495,000 (AISD funds over a 15-month period (July 1, 2019-September 30, 2020) for the uninsured and VOCA ineligible, co-pay/deductible assistance for the insured, campus support activities and overhead costs)**

**Part 2 \$5,557,500 (VOCA funds over a 15-month period (July 1, 2019-September 30, 2020) for those who are uninsured and who meet the VOCA criteria.**

**Part 3: Vendor collection of Medicaid, CHIP and private insurance based on current rates.**

**See RFP section V1 C for additional information on rates.**

The detailed budget should at a minimum include:

- Number of FTE
- Salary and fringe costs
- IT/Office Administration costs
- Data Reporting costs
- Indirect Costs
- Anticipated Revenue from third party billing
- Anticipated AISD revenue

Additional Financial Criteria	Y/N	Detailed Response
1. Vendor is set up on all major insurance panels including Medicaid?		
2. Vendor 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?		
4. Where employees are paid from multiple contracts/grants/funds, explain the method(s) used to accurately reflect allocation among the various fund sources?		
5. Vendor will collaborate with the district to develop a model that can be sustained?		

ATTACHMENT B  
VOCA REPORTING TEMPLATE: Federal Requirements

**POPULATION DEMOGRAPHICS**

Only report services and activities allowed under the VOCA Program. A crime victim is a person who has suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. Businesses are not considered crime victims.

**1. Total number of victims who received services during the reporting period.**

**INSTRUCTIONS:** Count all individuals served by your organization with the use of VOCA plus match funds during the reporting period. This number should be an unduplicated count of people served during a single reporting period, regardless of the number of services they received or victimization types with which they presented. **DO NOT count anonymous contacts here. They should be reported in question 2. If your organization only had anonymous contacts, enter zero (0).**

Report 1:    Report 2:    Report 3:    Report 4:  
Report 5:    Report 6:    Report 7:    Report 8:

**2. TOTAL number of anonymous contacts received during the reporting period.**

**INSTRUCTIONS:** COUNT all anonymous contacts received by your organization through a hotline, online chat, or other service where the individuality of each contact cannot be established. If your organization did not have any anonymous contacts enter zero (0).

Report 1:    Report 2:    Report 3:    Report 4:  
Report 5:    Report 6:    Report 7:    Report 8:

**3. Of the number of victims entered in question 1, how many were NEW victims who received services from your agency for the first time during the reporting period.**

**INSTRUCTIONS:** Report the number of NEW individuals served with the use of VOCA plus match funds for the first time during the reporting period. This number should be an unduplicated count of identified NEW clients served during a single reporting period, regardless of the number of services they received or victimization types with which they presented. **For the October – December reporting period ONLY – ALL individuals should be counted as new.**

Report 1:    Report 2:    Report 3:    Report 4:  
Report 5:    Report 6:    Report 7:    Report 8:

**4. Demographics (for NEW victims reported in Question 3).**

**INSTRUCTIONS:** Count each NEW victim in only one Race/Ethnicity, Gender Identify, and Age category as self-reported by the victim. Victims who self-report in more than one race and/or ethnicity category should be counted in the "Multiple Races" category. The total number of victims in each demographic category should equal the number of NEW victims reported in Question 3. This data is used for statistical purposes to comply with Federal regulations. All "0" entries must represent a true value of zero.

Not Tracked represents that the agency is unable to submit this data as requested at this time, due to the need to change the data collection system (i.e., software and/or application).  
Not Reported represents that no data was collected for an individual victim. This means that the agency collects this data, but the data was not provided by the person completing the intake form.

**4A. Race/Ethnicity for New Victims**

4a1. American Indian/Alaska Native

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4a2. Asian

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4a3. Black/African American

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4a4. Hispanic or Latino

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4a5. Native Hawaiian and Other Pacific

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4a6. White Non-Latino/Caucasian

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4a7. Some Other Race

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4a8. Multiple Races

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4a9. Unknown - NOT REPORTED by victim

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4a10. Unknown - NOT TRACKED by agency

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

**B. Gender Identify for NEW victims**

4b1. Male

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4b2. Female

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4b3. Unknown - NOT REPORTED by victim

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4b4. Unknown - NOT TRACKED by agency

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4b5. Other (please specify below)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4b6. If "Other" above please describe here:

### C. Age for **NEW Victims**

4c1. 0-12

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4c2. 13-17

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4c3. 18-24

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4c4. 25-59

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4c5. 60 and Older

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4c6. Unknown - NOT REPORTED by victim

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

4c7. Unknown - NOT TRACKED by agency

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

**5. Types of Victimization (for ALL victims identified in Questions 1 and 2).**

**INSTRUCTIONS:** Enter the count of individual victims who received services based on each presenting victimization type during the reporting period. An individual MAY be counted in more than one victimization type. An individual MAY NOT be counted more than once within the same victimization type. Secondary victims and witnesses should be reported in the same type of victimization as the primary victim.

5a. Adult Physical Assault (Includes Aggravated and Simple Assault)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5b. Adult Sexual Assault

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5c. Adults Sexually Abused/Assaulted as Children

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5d. Arson

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5e. Bullying (Verbal, Cyber or Physical)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5f. Burglary

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5g. Child Physical Abuse or Neglect

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5h. Child Pornography

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5i. Child Sexual Abuse/Assault

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5j. Domestic and/or Family Violence

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5k. DUI/DWI Incidents

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5l. Elder Abuse or Neglect

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5m. Hate Crime: Racial/Religious/Gender/Sexual Orientation, etc.

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5n. Human Trafficking: Labor

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5o. Human Trafficking: Sex

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5p. Identity Theft/Fraud/Financial Crime

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5q. Kidnapping (Non-Custodial)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5r. Kidnapping (Custodial)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5s. Mass Violence (Domestic/International)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5t. Other Vehicular Victimization (e.g., Hit and Run)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5u. Robbery

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5v. Stalking/Harassment

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5w. Survivors of Homicide Victims

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5x. Teen Dating Victimization

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5y. Terrorism (Domestic/International)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5z. Violation of a Court Order

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5aa. Other (describe below)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

5bb. If "Other" above describe here:

*If "Other" includes more than one type of victimization include the number for each victimization described.*

5cc. If "Hate Crime" above is greater than 0, please describe what type here (Racial/Religious/Gender/Sexual Orientation, etc):

**6. Of the total number of victims receiving services, how many presented with more than one type of victimization (*secondary victimization*) during the reporting period:**

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

**7. Special classifications of victims**

7a. Deaf/Hard of Hearing

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

7b. Homeless

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

7c. Immigrants/Refugees/Asylum Seekers

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

7d. LGBTQ

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

7e. Veterans

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

7f. Victims with Disabilities: Cognitive/ Physical /Mental

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

7g. Victims with Limited English Proficiency

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

7h. Other (describe below)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

7i. If "Other" above please describe here:

## DIRECT SERVICES

### 8. Number of victims assisted with a victim compensation application during the reporting period.

**INSTRUCTIONS:** Count the number of victims who received assistance with completing a victim compensation application during the reporting period, even if they did not submit the application. Simply providing a individual with an application does NOT qualify as assistance.

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

### 9. Total number of victims who received services by service type AND number of times each services was provided during the reporting period.

**INSTRUCTIONS:** For each category, enter the number of clients who received services from your agency during the reporting period. For each subcategory within a category, enter the **number of times that service was provided** during the reporting period. Zero is a valid response.

Because some clients may receive multiple services, the total **number of times that services were provided** within a category may be greater than the **number of clients** who received those services.

#### 9a. Number of **victims** who received: **INFORMATION AND REFERRAL**

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

##### 9a1. Number of times this service was provided: Information about the criminal justice process

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

##### 9a2. Number of times this service was provided: Information about victim rights, how to obtain notifications, etc.

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9a3. Number of times this service was provided: Referral to other victim service programs

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9a4. Number of times this service was provided: Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9b. Number of **victims** who received: **PERSONAL ADVOCACY/ACCOMPANIMENT**

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9b1. Total number of times this service was provided: Victim advocacy/accompaniment to emergency medical care

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9b2. Total number of times this service was provided: Victim advocacy/accompaniment to medical forensic exam

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9b3. Total number of times this service was provided: Law enforcement interview advocacy/accompaniment

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9b4. Total number of times this service was provided: Individual advocacy (assistance in applying for public benefits, return of personal property or effects)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9b5. Total number of times this service was provided: Performance of medical or nonmedical forensic exam or interview, or medical evidence collection

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9b6. Total number of times this service was provided: Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9b7. Total number of times this service was provided: Intervention with employer, creditor, landlord, or academic institution

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9b8. Total number of times this service was provided: Child or dependent care assistance (provided by agency)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9b9. Total number of times this service was provided: Transportation assistance (provided by agency)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9b10. Total number of times this service was provided: Interpreter services

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9c. Number of **victims** who received: **EMOTIONAL SUPPORT OR SAFETY SERVICES**

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9c1. Total number of times this service was provided: Crisis intervention (in-person, includes safety planning, etc.)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9c2. Total number of times this service was provided: Hotline/crisis line counseling

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9c3. Total number of times this service was provided: On-scene crisis response (e.g., community crisis response)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9c4. Total number of times this service was provided: Individual counseling

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9c5. Total number of times this service was provided: Support groups (facilitated or peer)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9c6. Total number of times this service was provided: Other therapy (traditional, cultural, or alternative healing; art, writing, or play therapy, etc.)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9c7. Total number of times this service was provided: Emergency financial assistance (includes emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and nonprophylactic meds, durable medical equipment, etc.)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9d. Number of **victims** who received: **SHELTER/HOUSING SERVICES**

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9d1. Total number of times this service was provided: Emergency shelter or safe house

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9d2. Total number of times this service was provided: Transitional housing

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9d3. Total number of times this service was provided: Relocation assistance

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9e. Number of **victims** who received: **CRIMINAL/CIVIL JUSTICE SYSTEM ASSISTANCE**

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9e1. Total number of times this service was provided: Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9e2. Total number of times this service was provided: Victim impact statement assistance

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9e3. Total number of times this service was provided: Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9e4. Total number of times this service was provided: Civil legal assistance in obtaining protection or restraining order

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9e5. Total number of times this service was provided: Civil legal assistance with family law issues (e.g., custody, visitation, or support)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9e6. Total number of times this service was provided: Other emergency justice-related assistance

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9e7. Total number of times this service was provided: Immigration attorney assistance (e.g., special visas, continued presence application, and other immigration relief)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9e8. Total number of times this service was provided: Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)

Report 1: Report 2: Report 3: Report 4:  
Report 5: Report 6: Report 7: Report 8:

9e9. Total number of times this service was provided: Law enforcement interview advocacy/accompaniment

Report 1: Report 2: Report 3: Report 4:

Report 5: Report 6: Report 7: Report 8:

9e10. Total number of times this service was provided: Criminal advocacy/accompaniment

Report 1: Report 2: Report 3: Report 4:

Report 5: Report 6: Report 7: Report 8:

9e11. Total number of times this service was provided: Other legal advice and/or counsel

Report 1: Report 2: Report 3: Report 4:

Report 5: Report 6: Report 7: Report 8:

**10. Number of requests for services that were unmet because of organizational capacity issues.**

Report 1: Report 2: Report 3: Report 4:

Report 5: Report 6: Report 7: Report 8:

**10a. Explain organizational capacity issues contributing to unmet requests for services:**

Report 1:

## Policy and Instructions

### 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 the District's web site [www.austinisd.org](http://www.austinisd.org) in the Quicklinks box under Policy. 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 between the time a request for proposal or a bid is formally released and a recommendation is made by the administration to the Board. 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." 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*

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

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

**Austin ISD**  
**Contract and Procurement Services**  
**1111 West 6<sup>th</sup> Street, Suite A330**  
**Austin, Texas 78703**

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

“The public and all bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.” Policy CH (Local)

“Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and the public and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.” Policy CH (Local)

#### 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)*

#### 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)

## Instructions

1. Read the entire contents of the solicitation and respond with a complete and accurate bid or proposal (offer). Failure to do so may be grounds for disqualification of your offer. All supplemental information required by the IFB or RFP must be included.
2. A copy of the **Standard Services Agreement** or **Master Purchase Agreement** is included for information purposes only. In the event of an award decision under this solicitation, both parties will negotiate an agreement for execution. The District has prepared the referenced agreement boilerplates to expedite the process. Please review all provisions and identify any exceptions or suggested additions to the agreement in your proposal.
3. State the manufacturer, trade and/or brand name and model that the bidder commits to provide for each item. The use of brand and manufacturer's name in the solicitation is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Illustrations and complete product specifications shall be included with the offer if bidding other than specified.
4. Complete the Conflict of Interest Questionnaire (Form CIQ), as prepared by the Texas Ethics Commission, in compliance with Chapter 176 of the Texas Local Government Code submitted on-line at: <http://archive.austinisd.org/inside/hb914/ciqform.phtml>
5. Bidders may make written inquiries concerning this solicitation to obtain clarification of the requirements. Inquiries shall be submitted no later than the time and date specified on the cover page. Questions received by this deadline and corresponding answers will be included in an Addendum and posted to our website at:

<http://www.austinisd.org/contractandprocurement/advertised-bids-rfps>

Submit inquiries via email to the contact person listed on the cover page. In the subject line of the email, type: **“Questions, IFB # or RFP # and Title of IFB or RFP”**.

## Required Forms

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

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### **Bid Certification**

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

### **Notification of Criminal History of Contractor**

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

### **Debarment, Suspension and Ineligibility Certification**

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

### **W-9**

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

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

### **Central Texas Purchasing Alliance (CTPA) Adoption Clause**

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

### **Interlocal Cooperative Agreement Clause**

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

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## **OPTIONAL FOR SOFTWARE PRODUCTS:**

Software Vendor Certification Form

# BID CERTIFICATION

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

FIRM NAME \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNED BY \_\_\_\_\_ TITLE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ DATE \_\_\_\_\_

# NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

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

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

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

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

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

**VENDOR'S NAME:** \_\_\_\_\_

**AUTHORIZED COMPANY OFFICIAL'S NAME:** \_\_\_\_\_

Check only one of the following:

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

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

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

**Signature of Company Official:** \_\_\_\_\_

# DEBARMENT, SUSPENSION AND INELIGIBILITY CERTIFICATION

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

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

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

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

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

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

VENDOR’S NAME: \_\_\_\_\_

Authorized Officer or Agent: \_\_\_\_\_

Printed name of company official signing above:

Date Signed: \_\_\_\_\_

# Central Texas Purchasing Alliance (CTPA) Adoption Clause

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

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

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

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

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_ YES, with the exception of the following districts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor Name: \_\_\_\_\_

Printed Name of Authorized Company Official: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Date: \_\_\_\_\_

# INTERLOCAL COOPERATIVE AGREEMENT CLAUSE

Pursuant to the Texas Education Code 44.031 (a) (5), the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code, government entities, i.e. state agencies, local governments and school districts, are authorized to enter into cooperative/interlocal agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful Proposer only. If authorized by the Proposer, the government entities would be eligible, but not obligated, to purchase goods and/or services in accordance with the terms, conditions, specifications, and pricing established under the contract(s) awarded to the Austin Independent School District as a result of this solicitation. In the event the successful Proposer allows another government entity to join the Austin Independent School District contract, it is expressly understood that Austin Independent School District shall in no way be liable for the obligations of the joining government entity. All purchases by a government entity other than Austin Independent School District will be billed directly to that government entity and paid by that government entity. Austin Independent School District will not be responsible for another governmental entity's debts. Each government entity will order its own material/service as needed.

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

Yes                       No

FIRM NAME \_\_\_\_\_

AUTHORIZED OFFICER OR AGENT \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**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 \_\_\_\_\_

**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)

\_\_\_\_\_

# 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.**

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

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**(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

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## II. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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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

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

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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

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## IV. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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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

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## V. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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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

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

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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

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**VII. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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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

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

- Contract / Solicitation Number (if applicable): \_\_\_\_\_
- Contract / Solicitation Title (if applicable): \_\_\_\_\_
- General Description of Underlying Contract Covered Under this Addendum:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**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:** \_\_\_\_\_