



# Request for Proposals (RFP) P15-003 Youth and Family Enrichment Programs

Date	Event
June 17, 2014	Advertise/Issue Date
June 25, 2014	Due Date for Questions by 2:00 pm
June 27, 2014	Questions and Answers posted on our website
<b>July 15, 2014</b> <b>Nov. 3, 2014</b> <b>April 1, 2015</b>	<b>RFP opening deadline at 2:00 pm</b>
August 26, 2014	Recommendation presented to AISD Board of Trustees

- Questions must be submitted via e-mail to the contact person listed below. In the e-mail subject line, type: Questions, P15-003, Youth and Family Enrichment
- Q & A and Addenda will be posted on our website:  
<http://www.austinisd.org/contractandprocurement/advertised-bids-rfps>
- Your proposal must be delivered in a **sealed envelope or carton** and received by the opening time and date listed.
- FAX, e-mail or other electronic proposals **will not be accepted.**
- Proposals must be plainly marked with the RFP Number and Title above.

**Deliver Sealed Proposals to:**

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

**Contact:**

Anita Mills  
Sr. Procurement Specialist  
512-414-9800  
Fax: 512-480-0924  
[anita.mills@austinisd.org](mailto:anita.mills@austinisd.org)

## 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 Youth and Family Enrichment Programs to expand our existing catalog of programs. AISD is seeking proposals from firms qualified and experienced in providing enrichment classes or services on campuses in the following four areas: Academic Assistance, Enrichment, Family and Parental Support Services, and College and Workforce Readiness (**see Attachment A: AISD Four Component Activity Guide**).

***NOTE:** Firms selected under Request for Proposals P11-035, P13-020 and P14-006 should not, and do not need to re-apply under this RFP. Any awards and contract made under these previous RFPs for Youth and Family Enrichment will remain in effect and unchanged.*

This Request for Proposals will allow for three staggered opportunities during the 2014 – 2015 school year in which vendors may submit proposals and be evaluated.

**The deadline dates to submit proposals is as follows:**

<b>July 15, 2014</b>	<b>for Fall</b>	<b>2014 – 2015 School Year</b>
<b>November 3, 2014</b>	<b>for Spring</b>	<b>2014 – 2015 School Year</b>
<b>April 1, 2015</b>	<b>for Summer</b>	<b>2014 – 2015 School Year</b>

Acceptable proposed programs will be assembled into a catalog of providers for campuses to utilize on an as needed basis. The purchase and implementation of the programs will be at the discretion of the campuses and departments. Any award issued as a result of this RFP does not guarantee any minimum amount of service or payment. An agreement with AISD will not be issued unless a campus or department initiates a request for services.

**SUBMIT ONE (1) ORIGINAL PLUS FIVE (5) COPIES OF THE PROPOSAL** in a sealed, plainly marked envelope.

Submit inquiries via email to the contact person listed on the cover page by the deadline specified in the schedule below. In the subject line of the email, type "Questions" and the solicitation number: **Questions, P15-003, Youth and Family Enrichment Programs**

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>

## II. TERM

The agreement(s) resulting from this solicitation will be in effect for an initial term of five (5) years and shall start upon full execution. In addition, the District reserves the right to extend the contract for an additional sixty (60) days beyond the final expiration date if necessary, to ensure no lapse in service.

### III. SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS

- A. AISD plans to provide Out of School Time\* (OST) activities and classes for youth at all grade levels anytime school is not in session to include before and after school, summer recess, vacation days, and weekends, that will:
- Provide opportunities for academic enrichment, including providing tutorial services to help children, particularly students who attend low performing schools, to meet State and local student academic achievement standards in core academic subjects, such as reading, math, and science.
  - Offer students a broad array of additional services, programs and activities, such as youth development activities, drug and violence prevention programs, counseling programs, art, music, physical education and fitness programs, and technology education programs that are designed to reinforce and complement the regular academic program of participating students.

*\* Out of School Time (OST) programs refers to an array of safe, structured programs that provide children and youth from kindergarten through high school with a range of supervised activities intentionally designed to encourage learning and development outside of the typical school day. OST programs occur before and after school, on the weekends, during school holidays, and in the summer. The schools offering OST programs can be found here:*

*<http://www.austinisd.org/primetime/school-list> and here: <http://www.austinisd.org/ace-austin/campuses>*

- B. AISD plans to offer family and parental support services and activities that support and help to increase the participation of parents in the students' educational experience. Services may include:
- Adult literacy, ESL, technology, job training, health and wellness, parenting, and/or parent-child learning opportunities
- C. AISD envisions a system of OST programs that are coordinated and aligned with the Texas Essential Knowledge and Skills and the AISD Curriculum Roadmap. AISD OST programs will provide opportunities for academic improvement which include the provision of instructional services to help students meet state and local standards. Students enrolled in the OST programs should experience the activities as different but connected to the school day.
- D. Respondents should provide high quality and clearly articulated expectations for students' development and achievement. Programs will focus on measureable outcomes related to school success and youth development. These might include some of the following Critical Success Factors (**see Attachment B for chart of Afterschool and Parent Support Critical Success Factors**):
- Improved academic achievement
  - Improved school day attendance
  - Improved behavior
  - Improve promotion rates
  - Improved graduation rates

- E. Respondents should demonstrate that the proposed program is based on research showing that effective (OST) programs are those that are based on identified student and family needs, aligned to school-day activities, adapt instruction to individual and small group needs, provide engaging learning experiences, maximize student participation and attendance, and use assessments of program performance to improve program quality. Such high quality OST programs are an integral part of the pipeline to graduation and college success. All of the proposed services and activities should be designed based on research about what works in OST programs – primarily research from the Department of Education’s “What Works” Clearing House publication *Structuring Out-of-School Time to Improve Academic Achievement* and research about family engagement from the Harvard Family Research Project. AISD uses an evidence-based assessment tool developed by the Weikart Center for Youth Program Quality (YPQ) and trains all afterschool staff and contractors on best practices for activity development and implementation. Respondents should participate in the YPQ initiative by agreeing to assessments and trainings offered by AISD. In addition, all of the proposed project’s family engagement activities are based on the national parent involvement standards established by the National PTA, including: 1) regular, two-way, meaningful, communication between home and school; 2) promotion and support of parenting skills; 3) active parent participation in student learning; 4) parents as welcome volunteer partners in schools, 5) parents as full partners in school decisions that affect children and families, and 5) outreach to community resources. AISD will take a coordinated approach to engaging families so that those most in need will have multiple points of entry into the continuum of services available through this program.
- F. As a contractor for AISD, the entity is expected to supply instructors, curriculum, unit and lesson plans, materials and supplies for the proposed activities. AISD generally pays between \$30 and \$50 per hour. The cost of service will depend on the number of instructors provided and the cost of materials.
- G. As a contractor for AISD OST and parent support programs, the entity is expected to update the organization’s profile in the Youth Services Mapping System [www.ysm-austin.org](http://www.ysm-austin.org) every 6 months. Services which require contact with students cannot be performed on any AISD campus unless the provider has completed their profile on the YSM system.
- H. 29% of AISD students are classified as Limited English Proficient (LEP). Respondents should demonstrate their capacity to serve this population.

#### **IV. SPECIAL INSTRUCTIONS**

*Contractors awarded under P11-035, P13-020 and P14-006 should not, and do not need to re-apply for this RFP. Any awards and contract made under these previous RFPs for Youth and Family Enrichment will remain in effect and unchanged.*

##### **1. Proposal Format**

Proposals are to be submitted on the attachments provided and are categorized as follows:

- Attachment C - Youth programs
- Attachment D - Adult/Family programs

A separate proposal application must be submitted for each area of interest or “activity type” (Attachments C and/or D). Only fill out the attachment that pertains to the program(s) that you are proposing.

## 2. Contractor Insurance Guidelines

All existing and new vendors hired to work for the district at either an AISD location or at a remote location must follow the Contractor Insurance Guidelines. Approved providers under this RFP will be required to provide proof of insurance before a contract will be issued.

The contractor shall furnish evidence of liability insurance coverage for the contractor (and shall name the Austin ISD, as an additional insured on the policy as specified by the District). Contractor acknowledges and agrees to the following (applies to Contractor and any/all of Contractor's Subcontractors):

- A. Groups or organizations must provide evidence of acceptable liability insurance and a satisfactory indemnity agreement, and must provide appropriate information to the Austin ISD Superintendent or designee, regarding anticipated use of the facilities.
- B. Additionally, the organization or individual shall be required to present proof of acceptable liability insurance as required by the current facilities usage guidelines.
- C. Any organization using school facilities shall be required to provide an original certificate of insurance, with the District named as the certificate holder, indicating a minimum \$1,000,000 combined single limit for bodily injury and property damage liability coverage. In addition, the District reserves the right to determine the acceptability of a carrier regardless of its rating.
- D. If contracted work is to be performed on behalf of an Austin ISD organization or program at a location other than an AISD facility (for example; at a City of Austin location), then the worksite location entity must also be named as an Additional Insured.
- E. The insurance carrier must hold a minimum "A" rating from the A.M. Best Company. However, the District reserves the right to determine the acceptability of a carrier regardless of its rating.
- F. Users shall be required to provide the District with proof of adequate levels of liability insurance, as determined by the District's risk management department, prior to use. The District requires that it be named as an additional insured party in such a contract. Access to the facility shall not be permitted until the application and insurance verification have been reviewed and approved by appropriate District personnel.

G. Indemnification: Austin ISD shall not be responsible for any accidents arising out of the contractor's operations. Contractor shall be fully responsible for the safety of its operations and its employees, clients, visitors and others associated with its activities. To the fullest extent allowed by law, contractor agrees to defend, indemnify and hold AISD, its directors and employees harmless from any and all claims, judgments causes of action, costs, and expenses resulting from injury to or death of any person or damage to any property, to the extent caused by the negligent actions or omissions or willful misconduct of contractor's agents, servants, employees, subcontractors or suppliers in connection with the program.

For contracted work:

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
  - \$100,000 bodily injury each accident
  - \$100,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this section shall apply to State of Texas and include the following endorsements in favor of Austin ISD:
  - a. Waiver of Subrogation.
  - b. Thirty (30) day Notice of Cancellation.

B. Commercial General Liability Insurance

1. General Liability
  - Bodily Injury \$1,000,000 per occurrence
  - Property Damage \$1,000,000 per occurrence
2. Automobile Liability (including owned or leased vehicles)
  - Bodily Injury \$1,000,000 per occurrence
  - Property Damage \$1,000,000 per occurrence
3. Supplemental Insurance Requirement
  - If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence

C. The Policy shall contain or be endorsed as follows:

1. Blanket Contractual liability for this Contract
2. Products and Completed Operations
3. Independent Contractor Coverage

D. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of Austin ISD and, if applicable, any additional entity where work is performed.

1. Waiver of Subrogation.
2. Thirty (30) day Notice of Cancellation.
3. Austin ISO named as additional insured.

- E. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- F. The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

## V. PROPOSAL FORMAT

**SUBMIT ORIGINAL PLUS FIVE (5) COPIES OF THE PROPOSAL** in a sealed, plainly marked envelope.

### A. Preface

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

### B. Proposal

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

#### ***Section I – Summary of Experience***

Full name and address of the Proposer submitting the proposal and a brief summary of the Proposer's corporate experience and individual experience for personnel who will provide this product or service.

#### ***Section II - Scope of Service***

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

Proposals are to be submitted on the attachments provided and are categorized as follows:

- Attachment C - Youth programs
- Attachment D - Adult/Family programs

A separate proposal application must be submitted for each area of interest or activity type (Attachments C and/or D). Only fill out the attachment pertaining to the program being proposed.

#### ***Section III - Financial Proposal***

This section shall contain a straightforward, concise delineation of the vendor's fees to satisfy the requirements of this RFP. It is the vendor's responsibility to specify all costs (i.e. administrative fees, processing fees, etc.) associated with providing the products or services required herein. Proposals should provide a

per unit price to include cost of material and all applicable shipping charges, as well as any fees for available professional development sessions.

#### **Section IV – References**

References are to be from government agencies and/or firms, which are substantially serviced by the vendor (references most similar to AISD 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**

Proposer shall execute the following required forms (located at the end of this solicitation, and return the **signed original** with the proposal:

- Offer Certification
- Notification of Criminal History of Contractor
- Debarment, Suspension and Ineligibility Certification
- CTPA Adoption Clause
- Interlocal Cooperative Agreement Clause
- W-9

#### **OPTIONAL FORM FOR SOFTWARE OR WEB-BASED PRODUCTS:**

- Software Vendor Certification Form

### **VI. COMPETITIVE SELECTION**

- 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 committee evaluating the proposals submitted in response to this RFP may require any or all vendors to give an oral presentation in order to clarify or elaborate on their proposal or provide a demonstration. Upon completion of oral presentations or discussions, vendors may be requested to revise any or all portions of their proposals.
- C. Proposals will be evaluated using the point scale and criteria listed in Attachment C and/or Attachment D. A score of 70 or higher is considered to be acceptable. Award as an acceptable provider does not guarantee any minimum amount of service will be requested or performed.
- D. AISD will select multiple vendors that meet the requirements of the RFP. If an AISD department or campus requests to use one of the selected vendors, an agreement will be executed between the parties. A vendor shall not perform services for AISD without a fully executed contract, completion of the YSM profile, and the issuance of a Purchase Order.



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

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

## AUSTIN INDEPENDENT SCHOOL DISTRICT

“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)

AUSTIN INDEPENDENT SCHOOL DISTRICT

## 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 online 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"**.
6. **Bids must be submitted on this form and must reach the Austin Independent School District (AISD) Carruth Administration Center (CAC) on or before the hour of opening on the date specified.**

## 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: \_\_\_\_\_

**AISD Four Component Activity Guide**

Academic Assistance	Enrichment	Family and Parental Support Services	College and Workforce
<p>Services and activities that support all educational areas as needed to promote student achievement and success in their school experiences.</p> <p>Programs should create exciting intrinsic motivation to sustain constant student participation.</p>	<p>Services and activities that provide positive social, cultural, recreational, interpersonal skills and experiences to enrich and expand students' understanding of life and involvement in the community.</p>	<p>Services and activities that support and help to increase the participation of parents in the students' educational experience.</p>	<p>Services and activities that promote workforce awareness, job and/or college readiness, skills training, preparation for the workforce and assistance in the attainment of employment and/or funding for college.</p>
<p>Academic skills Academic Student Clubs Accelerated and remedial education activities Computer literacy Computer Science Creative writing Credit Recovery Support activity Critical Thinking Skills Educational Field Trips Essay writing Forensics Homework check/completion Engineering activities Expanded Library services Homework clubs Language (ESL LEP) Literacy programs Math activities Natural Science Note taking skills Number Sense activities Peer tutoring Poetry Writing Workshops Portfolios Problem solving skills Reading program/clubs Reading Workshops Remedial activities Robotics School related planning Science activities Service learning projects Social studies activities Speech/Debate Spelling Bee activities Study skills activities TAKS preparation Technology activities Telecommunications Test taking skills Tutoring Typing Writing Workshops</p>	<p>Arts &amp; crafts activities Bullying/anti-bullying Character building Clubs Community service projects Computer games / enrich technology Conflict resolution Cooking classes Counseling/guidance Creative arts Dance/drama/music clubs Engineering activities Fashion show First aid/CPR classes Fitness Games (physical/outdoors) Gang awareness Goal setting Graffiti clean-up Health Issues Leadership training Life skills Martial arts/self defense Mentoring Motivational activities Music Nature walks/picnics Nutrition/eating habits Peer mediation Pregnancy/parenting awareness Problem solving skills Recreational activities Red ribbon week activities Relationship skills Safety awareness Sign language training Sports activities Student clubs &amp; meetings Teen parent groups</p>	<p>Adult education Assist with application for employment College awareness College financial aid Computer literacy Employment fair Employment skills training Family counseling/supportive guidance Family literacy programs Financial Education Household budgeting/banking Mailing Meeting PAPA (teen parents) Parenting education (pregnant/parenting teens) Parent employment resources Parent orientations Parent support group Parent surveys Parent transportation Parent volunteers Parent/family events &amp; activities Parent/student TAKS nights Parenting/life skills classes Phone calls to parents PTA/PTO night Relationship building with child</p>	<p>Baby Sitter/CPR certification Business environment Career clubs Career counseling Career days Career development activities Career exploration Career fairs Career field trips College admissions assistance College awareness-prep College career goals College course enrollment College days/events/fairs College entrance exams College financial aid assistance College life prep College needs assessment College professor meeting College test application College test prep College tours/field trips Computer literacy Concurrent enrollment Critical Thinking Skills Scholarship application Scholarship information Engineering activities FAFSA Financial planning Internships Dress for success Dual credit Entrepreneurial activities Goal setting Job placement Job recruitment Job referral Mock interviews Resume assistance School to careers activities Time management skills training Vocational training</p>

<b>AISD Afterschool and Parent Support Critical Success Factors</b>				
<b>Outcomes</b>	<b>Critical Success Factors</b>	<b>Critical Success Factors</b>	<b>Milestones</b>	<b>Milestone Performance Indicators (measure)</b>
	<b>Critical Success Factor #1: Student and Family Engagement</b>			
Improve Academic Performance	Students and families actively participating and engaged in learning Students and families displaying leadership roles, volunteering to participate and lead activities	Increased student and family attendance in afterschool programs Students mentoring other students Students and families facilitating activities <u>Measurement Tool</u> Instructor surveys/self assessment Principal/Project Director survey Observation/on-site visit	Utilize innovative instructional techniques for academic and enrichment activities based on research and best practices	Curriculum/Lesson Plans
	<b>Critical Success Factor #2: School Involvement</b>			
Improve Attendance	Students increased sense of involvement in school	Number of students participating in extracurricular activities Increased number of mentors <u>Measurement Tool</u> Student/Family surveys Teacher surveys	Provide adult advocates, based on student need and in accordance with best practices	Number of meetings with students Number of contacts made with families, teachers, school day staff
Improve Behavior	<b>Critical Success Factor #3: Assessment Data</b>			
Increase Promotion Rates	Use of assessment data to revise/ reevaluate student services	Changes in student activities following re-assessment <u>Measurement Tool</u> Document analysis of program files Observation/on-site visits	Conduct ongoing/continuous assessment to determine need and improve targeted services	Methods of assessment: pre/post tests, needs assessments, case plans, etc.
	<b>Critical Success Factor #4: Professional Development Impact</b>			
Increase Graduation Rates	Implementation of strategies learned through training Noticeable difference in educational instruction (teaching methods)	Changes in methods of instruction based on training <u>Measurement Tool</u> Self assessments Supervisor assessments	Provide all required training opportunities for staff development	Number of trainings Schedule of trainings Staff sign in sheets Participant surveys

### Youth Enrichment Proposal

<b>Complete a separate form for each Area of Interest or Activity Type</b>	
Name of Organization:	Contact Name:
Address:	Phone: Phone:
City: State: Zip:	email:
Area of Interest or Activity Type:	# of youth served per class:
Cost per hour:	Utilize volunteers: yes <input type="checkbox"/> no <input type="checkbox"/>
Staff: Youth ratio:	Capacity to serve LEP students: yes <input type="checkbox"/> no <input type="checkbox"/>
1. Provide a brief summary of your organization's history, goals, and key achievements, including why the organization was established, your recent activities and accomplishments. <b>(10 pts)</b>	
2.A. How many campus sites is your organization able to serve per day? <b>(5 pts)</b>	
2.B. How many days per week can your organization provide programming?	

**Youth Enrichment Proposal**

3. How will your organization's activities increase proficiency in related content areas: **(12 pts)**

A. Academic Assistance

B. Enrichment

C. Family & Parental Support

D. College & Workforce Readiness

4. How are your organization's activities aligned with the TEKS (Texas Essential Knowledge and Skills)? Please give an example. **(5 pts)**

5. What is your organization's capacity to serve Limited English Proficiency Students? **(5 pts)**

**Youth Enrichment Proposal**

6. How will your organization's activities demonstrate best practices in Out-of-School Time activities? **(10 pts)**

7. Describe your organization's staff development plan for 2014-2015 school year, including topics. **(5 pts)**

8. State your organizations minimum staff education/experience requirements. **(5 pts)**

**Youth Enrichment Proposal**

9. How will your organization evaluate the effectiveness of the proposed activities?  
**(5 pts)**

10. Is your organization's profile in the Youth Services Mapping System current? [www.ysm-austin.org](http://www.ysm-austin.org) **(3 pts)**

11. Organization has established curriculum and lesson plans. Include a SAMPLE unit plan and complementary lessons with your proposal. **(20 pts)**

**Youth Enrichment Proposal**

12. List 3 References **(10 pts)**

13. Will your organization participate in the AISD YPQ initiative through assessments and training? **(5 points)**





**Adult/Family Enrichment Programs**

3. How will your organization's activities help to increase the participation of parents in their student's educational experience? **(20 pts)**

4. What is your organization's capacity to serve Limited English Proficiency populations? **(10 pts)**

5. What curriculum will be utilized in the parent program? If an established curriculum is not available, please attach an example of a lesson plan. **(10 pts)**

**Adult/Family Enrichment Programs**

6. Describe your organization's staff development plan for 2014-2015 school year, including topics? **(10 pts)**

7. State your organizations minimum staff education/experience requirements. **(10 pts)**

8. List 3 References. **(10 pts)**

Campus/Dept :

PR #:

RFP#:

**Standard Service Agreement  
between  
Austin Independent School District  
and  
Contractor Name**

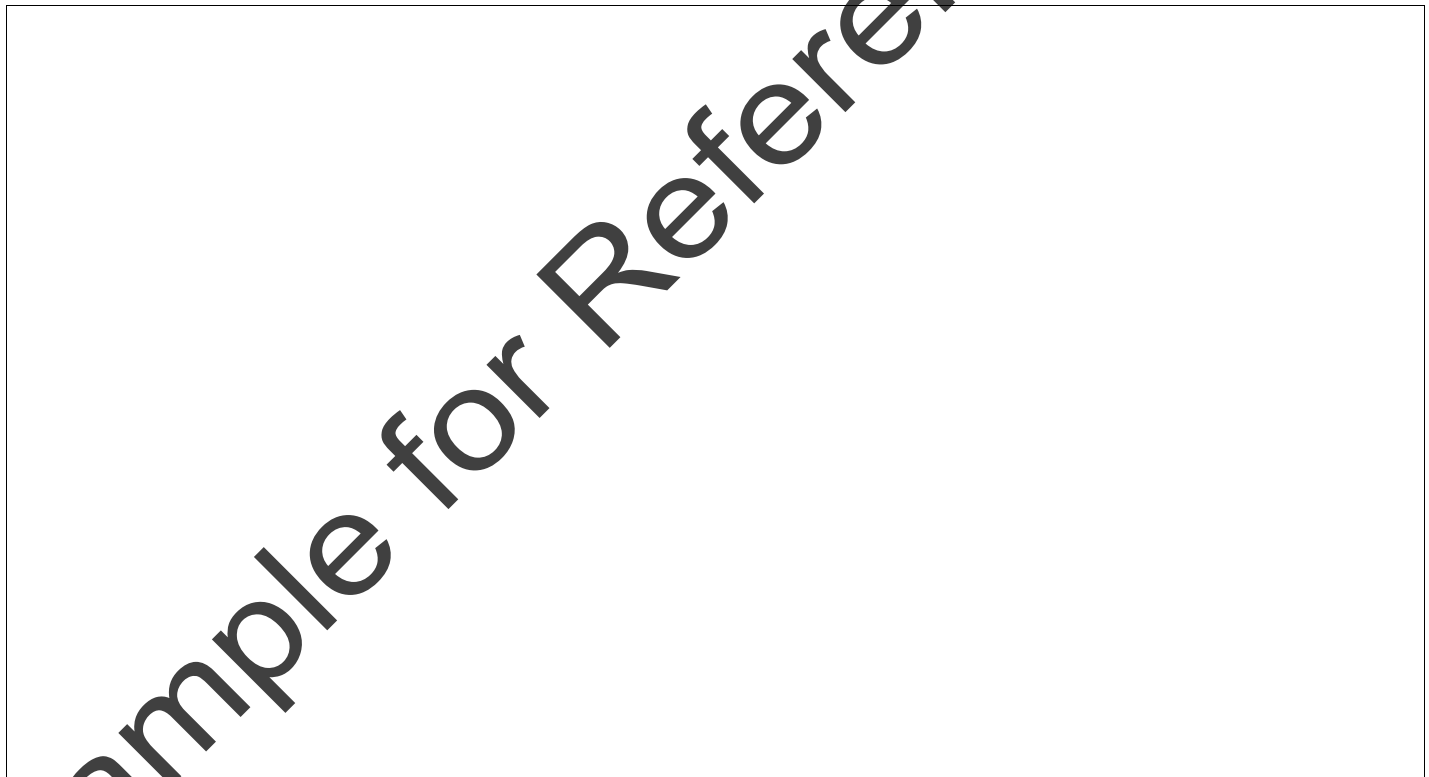
This AGREEMENT is entered into *on the day all parties fully execute this agreement* by and between herein called "Contractor" and the Austin Independent School District, herein called "District." The parties hereto agree as follows:

**GENERAL PROVISIONS:**

1. **SERVICES:** The Contractor agrees to perform, during the term of this agreement, services as described in "Statement of Work" Exhibit A which summarizes the scope of work to be completed. The Contractor agrees to provide the services detailed in Exhibit A and any additionally required services necessary under this agreement in a prompt, timely and professional manner. The Contractor agrees contracted services will not begin and payments will not be made by the District until the agreement is fully executed, a purchase order has been issued to the Contractor and an invoice has been submitted. Per District policy, contracted services provided by District employees or their immediate family members are prohibited without prior approval from the Superintendent or designee.
2. **TERM OF AGREEMENT:** The term of this agreement shall start upon full execution and ends on \_\_\_\_\_ Date(s) of service include: \_\_\_\_\_
3. **RENEWAL OPTIONS:** Provided that the agreement is still in effect, the District shall have the option to renew the term of this agreement for ( ) additional one-year periods commencing at the expiration of the term as defined in Provision 2 and upon the same terms and provisions set forth herein. Renewal options shall be made by amendment to this agreement, in writing and signed by authorized representatives of the Contractor and District.
4. **COMPENSATION:** The District agrees to compensate the Contractor for services related to the performance of this agreement based upon work actually performed not to exceed the total amount of \$ \_\_\_\_\_. The basis of compensation and/or payment schedule will be detailed in the "Basis of Compensation" Exhibit B. There is no minimum guarantee of service and thus there is no minimum guarantee of payment to any singular company. The Contractor shall not receive reimbursement for travel, meals and lodging related to services rendered in fulfilling the obligation of this agreement unless expressly authorized by the District.
5. **ENTIRE AGREEMENT; AMENDMENT:** This agreement constitutes the entire agreement of the parties hereto and it may not be altered or amended except in writing and signed by authorized representatives of the Contractor and District.
6. **FORCE MAJEURE:** Neither party shall be liable for any delay or failure in performance due to acts of nature, terrorism, labor disputes, riots, war, fire, epidemics, disruption of utility services or other similar occurrences that are beyond its reasonable control ("Force Majeure"). However, in order to avail itself of such excuse, the party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure.
7. **DISPUTE RESOLUTION:** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

8. ASSIGNMENT OR DELEGATION: Contractor retains the right to assign or delegate these duties to another individual within his or her employ, but such assignment may only occur after first receiving advance written approval from the District.
9. TERMINATION OF AGREEMENT: This agreement shall terminate at the time such final service is completed unless the agreement is extended by amendment for a short term in writing and signed by authorized representatives of the Contractor and District. The District may terminate the agreement for any reason if the Contractor fails to fulfill the obligations in a timely and proper manner. The District may terminate the agreement by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the agreement, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this agreement at any time without cause by the furnishing of a five (5) day written notice from an authorized District representative to the Contractor, but the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this agreement, less any compensation previously paid.
10. HOLD HARMLESS AND INSURANCE REQUIREMENTS: It is agreed that the Contractor is an independent contractor and shall be solely responsible for payment of employees. Contractor shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. Contractor shall provide, if required, workers' compensation and public liability insurance to protect the Contractor from liability for injuries or damages. The Contractor agrees to hold the District harmless from any and all liability that the District may incur, including without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses, incurred by reason of the Contractor's negligence or breach of this agreement.
11. NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR: The Contractor will complete "Notification of Criminal History of Contractor", Exhibit C, of this agreement in reference to the Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), which states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."
- Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."
- This notice is not required of a publicly-held corporation.
12. CRIMINAL HISTORY RECORD INFORMATION: The Contractor shall ensure that a criminal history record review has been conducted on all of its employees, interns, volunteers or contractors providing services for the District under this agreement and there is no criminal history record that would prevent employees, interns, volunteers or contractors from working in District facilities or events sponsored by the District as per "Criminal History Record Information and Contractor Certification", Exhibit D incorporated by reference into this agreement. If it is determined that any of the Contractor's staff is in violation of this provision, the Contractor shall immediately remove such employee from the property of the District with no requirement of written notice from the District and shall prohibit such employee from future entry on the property of the District.
13. GOVERNING LAW; VENUE: This agreement shall be governed by the laws of the State of Texas. The courts within the State of Texas shall have exclusive jurisdiction over all disputes pertaining to this agreement, and venue for all disputes shall be in Travis County, Texas. Contractor agrees to abide by all local ordinances, state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, *et seq.*, 29 CFR §1630, *et seq.*; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq.*; the Family Educational Rights and Privacy Act, 20 USC §1232g, *et seq.*, 34 CFR §99.1, *et seq.*; Title IX of the Education Amendments of 1972, 20 USC §1681 *et seq.*, 34 CFR §106.1 *et seq.* and any applicable federal, state, local and private grant requirements. Additional grant requirements may be added as an addendum to the agreement.

14. RETENTION OF RECORDS AND AUDIT: The Contractor shall retain any books, documents, papers, and records that are directly pertinent to the agreement. The Contractor shall make the said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee or grantee of funds, or their authorized representatives, for a period of seven (7) years following termination of agreement. The Contractor agrees that it will allow the District to examine, evaluate and audit its performance of services provided under the terms of this agreement. This examination, evaluation and audit may include site visitation, observation of performance in operation, interview and the administration of questionnaires to the staff of the Contractor when deemed necessary.
15. SIGNATORY AUTHORITY: Each individual signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement. The signing of this document represents and warrants the execution and delivery of the agreement and the performance of obligations that have been duly authorized. This agreement is valid, legal, binding and enforceable in accordance with its provisions.
16. TRS RETIREE: The Contractor will ensure that the Contractor and each person employed by the Contractor to provide services to the District under this agreement that is receiving benefits from the Teacher Retirement System of Texas (TRS) must sign and return, along with the agreement, a copy of the TRS Retiree Form as set forth in Exhibit E of this agreement.
17. SPECIAL PROVISIONS: Please note that changes or additions to the provisions will be made only upon approval of the District's Legal Counsel.



Approved by Legal Counsel:

\_\_\_\_\_  
Signature  
(Will not proceed without District Legal Counsel approval)

\_\_\_\_\_  
Date

By signing this agreement, the Contractor and District agree to be legally bound by its terms and conditions.  
IN WITNESS WHEREOF, the parties have executed this agreement by the authorized representatives below:

AUSTIN INDEPENDENT SCHOOL DISTRICT:

CONTRACTOR:

Principal/Director  
Name: \_\_\_\_\_ Date \_\_\_\_\_

Title:  
Name: \_\_\_\_\_ Date \_\_\_\_\_

Associate Superintendent/  
Executive Director  
Name: \_\_\_\_\_ Date \_\_\_\_\_

Title:  
Name: \_\_\_\_\_ Date \_\_\_\_\_

Director of State, Federal and  
Private Accountability  
(Only applicable if utilizing grant funds)  
Nancy Phillips \_\_\_\_\_ Date \_\_\_\_\_

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

Chief Officer  
Name: \_\_\_\_\_ Date \_\_\_\_\_

Chief Financial Officer  
Nicole Conley \_\_\_\_\_ Date \_\_\_\_\_

District Legal Counsel  
Ylise Janssen \_\_\_\_\_ Date \_\_\_\_\_

Superintendent  
Dr. Merla J. Carstarphen \_\_\_\_\_ Date \_\_\_\_\_

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

District Board President  
Vincent M. Torres \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT A

### STATEMENT OF WORK

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

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

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

#### **INSTRUCTIONS:**

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

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

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



## EXHIBIT B

### BASIS OF COMPENSATION

**INSTRUCTIONS:**

Basis of compensation should include applicable rate regarding:

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

and the total amount as indicated in Provision 4 of this agreement.

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

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

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

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

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

**\*\*RELATED TRAVEL INFORMATION-**

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

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

**Additional Exhibits**

**EXHIBIT C. 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 the 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 in the agreement, 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.**

**Contractor – select one of the three statements below and record requested information:**

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*

**EXHIBIT D. CRIMINAL HISTORY RECORD INFORMATION/ CONTRACTOR CERTIFICATION:**

1. The Contractor is directly responsible to ensure that a criminal history record review has been conducted and that there is no criminal history record that would prevent the “covered” worker from working in the District’s facilities or in events sponsored by the District.  
**Definition of a “covered” worker:**

a. the CEO or President of the company and makes all final decisions for the company or organization entering into an agreement with the District;

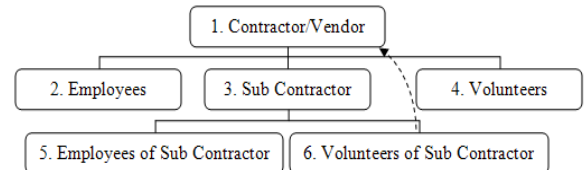
b. any and all individuals that are employees of the Contractor ( a person that receives a W-2 tax form from the Contractor);

c. any and all individuals that serve as a sub-contractor to the Contractor (a person that receives a 1099 tax form from the Contractor);

d. any and all individuals that serve as a volunteer (a person serving without any type of compensation) working directly with the Contractor;

e. any and all individuals that serve as employees of a sub-contractor (a person that receives a W-2 tax form from the sub-contractor); and

f. any and all individuals that serve as a volunteer working with the sub-contractor. For purposes of this contract, a volunteer working with a sub-contractor is considered to be a volunteer working directly with the Contractor.



**2. Contractor’s Criminal History Record Review Requirements:**

a. “Covered” Workers/Contractor and Employees – The Contractor is solely responsible to review all criminal history record results for all covered workers and must ensure that all covered workers are eligible to work in the District’s facilities or at the District’s sponsored events with the contract. To conduct the criminal history record review for covered workers employed by the SSA Revision # 8, April 1, 2014

contractor, the Contractor must establish a criminal history clearinghouse account with the Texas Department of Public Safety (DPS). After this account is established, all covered workers under these categories must be fingerprinted by the organization designated by the State and the Contractor must confirm that there is no criminal history record that would prevent the covered worker from serving in the District's facilities or in events sponsored by the District. Contractors with five (5) or fewer total covered workers may choose to establish the clearinghouse account with DPS or go directly to DPS and be fingerprinted.

b. "Covered" Workers/Sub-Contractors, Volunteers, Employees of Sub-Contractors and Volunteers of Sub-Contractors – To conduct the criminal history record review for covered workers in these categories, the covered workers must go directly to DPS and be fingerprinted.

c. Requirement of Contractor to submit a list of Covered Workers (D.1) – The Contractor must submit a list of all current and past covered workers eligible to work in the District's facilities or at District's sponsored activities associated with the Contractor under this agreement at the time of execution of the agreement. The list must include the covered worker's name and a current Texas or out of state driver's license or identification number. Contractors are required to update this list each month as to any employee related personnel changes (i.e. new hires, terminations, etc.).

3. Eligibility of "Covered" Workers to Work Under the Agreement: Covered workers with a criminal history record as specified below shall not be eligible to work in the District's facilities or at District's sponsored activities:

- Any felony conviction at any time;
- Any misdemeanor conviction within the past five years; or
- Any arrest at any time for which the disposition is unknown.

Covered workers that have two or more misdemeanor convictions more than five years ago must be reviewed for work eligibility by the District's Office of Human Resources. An individual that is sponsored by a Contractor to work in a District facility or at a District

sponsored event during only one occasion, or on very infrequent occasions, will not need to have a criminal history review, provided that the individual is accompanied at all times by one of the Contractor's covered workers that is eligible to work. The Contractor is solely responsible for ensuring that these criteria are met at all times. Any exceptions to the above eligibility requirements must be approved by the District's Office of Human Resources.

4. If it is determined that any information in the "Covered Workers List" is incorrect or if the Contractor and Sub-Contractor fail to comply with the certification provision within this agreement, the Contractor and Sub-Contractor shall be in material default under this agreement. Furthermore, if it is determined at any time that a covered employee is on District Property in violation of Provision 12 of this agreement, the Contractor shall immediately remove or cause to be removed such covered employee from the District Property with no requirement of written notice from the District and shall prohibit such covered employee from future entry on District Property. The District reserves the right to cause the District's police or other security personnel to remove such employee from the District's property.

5. Any Contractor under Section 1-f of Exhibit D that enters any District facility or District sponsored event during only one occasion is not subject to the requirements of the Criminal History Records Review, provided the individual is accompanied at all times by a District employee.

**CONTRACTOR review the following acknowledgement statement, choose your appropriate company status. Complete Covered Workers List if applicable:**

I hereby certify to the District that I will comply with the requirements stated in the above CRIMINAL HISTORY RECORD INFORMATION/ CONTRACTOR CERTIFICATION (Exhibit D) and will ensure that a criminal history record review has been conducted of all covered workers or that the Contractor is an individual engaged in a single event or occurrence and the requirements have been met as defined above.

## EXHIBIT D.1 Covered Workers List

A) Please check your company status and complete the additional Covered Workers List **if required**.

Check one	Company Status	Function	Additional Information Required
	Individual	Contracting for single event w/District for current school year as defined in Exhibit D, Provision 5.	None
	Individual	With ongoing contractual relationship for the current school year.	Complete Covered Workers List below (B)
	Entity	Company/corporation	Complete Covered Workers List below (B)

B) Completely record all requested information. Use of a current driver's license or ID is required.

-Reminder: Contractors are required to update this list each month **ONLY** as to any employee related personnel changes (i.e. new hires, terminations, etc.). When completing form during update, select New Hire or Terminated and record date. You may download and save this form for future use. **Attach additional page if needed.**

Last Name, First Name	*New Hire (NH) or Terminated (T) <i>Circle One</i>	*Date	Drivers License (DL) or ID <i>Circle one</i>	State of Issue	Drivers License (DL) or ID #
	NH / T		DL / ID		
	NH / T		DL / ID		
	NH / T		DL / ID		
	NH / T		DL / ID		
	NH / T		DL / ID		
	NH / T		DL / ID		
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	NH / T		DL / ID		
	NH / T		DL / ID		
	NH / T		DL / ID		

**EXHIBIT E. TRS RETIREE:**

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

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

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

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

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

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

**EXHIBIT F. DEBARMENT, SUSPENSION, AND INELIGIBILITY CERTIFICATION:** Statutory citation is found in the U.S. Office of Management and Budget Circular A-102, 2 CFR 101.11.6 Part 215, and Federal Acquisition Regulation Subpart 3.4 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.**

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

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

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

**Contractor acknowledges Exhibits A through I.**

**CONTRACTOR SIGNATURE:**

_____		_____
Company or Contractor name		Title
_____		_____
Signature of Authorized Representative	Date	

## CONTACT INFORMATION FOR NOTICES

### AUSTIN INDEPENDENT SCHOOL DISTRICT

(Initiator of agreement)

\_\_\_\_\_  
School/Department

\_\_\_\_\_  
Representative (print name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Business Telephone      Facsimile

\_\_\_\_\_  
Business Email

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### COMPANY INFORMATION

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

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name or DBA (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Business Telephone      Facsimile

\_\_\_\_\_  
Business Email

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### **Independent Contract Certification:**

\_\_\_ Check if Contractor was previously employed by the District.

#### **Tax Information:**

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

**Purchase orders (PO)** are sent electronically

Please check preference:

\_\_\_ Fax

\_\_\_ Email

#### **Additional contact information:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Telephone

\_\_\_\_\_  
Business Email