



RISK MANAGEMENT DEPARTMENT
Phone 281-396-2251, Fax 281-644-1900
E-mail lancennauman@katyisd.org

NOTICE

The Katy Independent School District (KISD) is accepting sealed proposals as specified in this document. Sealed proposals will be received at the office of the:

Purchasing Department
Attn: Lance Nauman
6301 South Stadium Lane, Katy,
Texas 77492-0159 until:

April 3, 2020 2:00 P.M (CST). for
RFP 1923LN Student Accident/Athletic Insurance & Catastrophic Insurance

Katy ISD anticipates the following timeline:

1 st Advertisement Date	3/2/2020
2 nd Advertisement Date	3/09/2020
Pre-Proposal Meeting (TIME CST)	N/A
Vendor Questions Due (TIME 2:00 PM CST)	3/20/2020
Demos or Interviews	N/A
Proposal Package Due (TIME 2:00 PM CST)	4/3/2020

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified.

General Information

Katy Independent School District is located in Harris/Ft. Bend/Waller counties, Texas, is among the largest employers in Houston with a 2019-2020 budget exceeding \$800 million. It operates as the fifth largest public school system in Texas. Katy ISD serves a population of approximately 80,000 students covering 80 campuses including elementary schools, middle schools, and high schools.

SCOPE OF PROPOSAL

It is the intention of the KISD to establish an annual contract for Student Accident/Athletic & Catastrophic Insurance. KISD is seeking proposals for the following insurance policies, and services related to the placement of:

STUDENT ACCIDENT/ATHLETIC and CATASTROPHIC INSURANCE

MINIMUM COVERAGE DESIRED

KISD invites proposals, which meet current levels of coverage, limits, and deductibles indicated in the specifications, listed in the proposal package as "Schedules of Benefits." However, the Request for Proposal is not meant to be restrictive. Offerors may, therefore, provide a base proposal similar to the current policy and/or an alternate proposal(s), if the policy being proposed would improve or broaden the coverage, or reduce premium cost.

In addition to the policies provided, it is expected that the company/agent will provide the following services;

1. Provide a toll-free number for parents to call for voluntary enrollment information.
2. Mail voluntary brochures and applications directly to the student's parents upon their request and/or provide an online enrollment process.
3. Arrange for voluntary premiums to be sent directly to the agent/carrier, not the District,
4. Actively assist in the adjudication of claims in a timely manner,
5. Provide the District with premium and detailed claim information on a quarterly basis for all plans,
6. Assist in training of KISD athletic trainers about online claims procedures,
7. Provide names, phone/fax numbers, and email addresses of all involved in the administration of the plan,
8. Designate a primary plan contact for the District,
9. Provide a sample policy, with exclusions, with your proposal,
10. Provide a full assignment network that includes local providers and facilities and certify that these providers and facilities will accept the reimbursements specified in the schedule of benefits on full assignment and not balance bill the patients.
11. Clearly identify any discrepancies between proposed benefits and the existing plan.

This list is not meant to be exhaustive, but an indication that a high level of professionalism and support is expected. Please indicate in your proposal if these expectations **cannot** be met and also clearly identify any and all costs, above the premiums, that are the responsibility of the District.

POLICY PERIOD AND RENEWAL OPTIONS

The contract shall be for a period of one (1) year to commence at 12:01 a.m., August 1, 2020, with the option to renew the contract annually for an additional two-(2) years, if services and rates provided are above satisfactory and the renewal is agreed to in writing by both parties.

NAMED INSURED

The named insured on the policy will be:
Katy Independent School District
6301 South Stadium Lane, P.O. Box 159
Katy, TX 77492-0159

STUDENT ACCIDENT/ATHLETIC INSURANCE COVERAGE

AND

CATASTROPHIC STUDENT ATHLETIC COVERAGE

2020-2021

Bid Specifications

A. Name of Insured:

Katy Independent School District

B. Effective Date and Policy Term for Blanket & Catastrophic Insurance

Effective Date - August 1, 2020
Policy Term - One (1) Year
Option - Multi-Year Renewal Agreement

C. Student Coverage Voluntary:

Katy I.S.D. DOES NOT PROCESS APPLICATIONS OR COLLECT PREMIUMS

24-Hour - Up to \$25,000, \$0 deductible, for injuries sustained during the year. The coverage will be a PRIMARY POLICY. Specify if plan is accepted on FULL ASSIGNMENT through a PPO or special network group. (See Section I, FORMAL QUOTE)

At School - Up to \$25,000, \$0 deductible for injuries that occur at school or school sponsored activities and to and from school, including all sports, except varsity football. Plan will also be primary. Specify if plan is accepted on FULL ASSIGNMENT through a PPO or special network group. (See Section II, FORMAL QUOTE)

Voluntary Football Coverage Varsity - Up to \$25,000 for injuries sustained while practicing or participating in interscholastic varsity football. Benefit coverage will match requirements as outlined in the at-school plan. Specify if plan is accepted on FULL ASSIGNMENT through a PPO or special network group. (See Section III, FORMAL QUOTE)

Voluntary Extended Dental - Pays Usual and Customary to \$25,000 for injuries to sound teeth. Specify if plan is accepted on FULL ASSIGNMENT through a PPO or special network group. (See Section IV, FORMAL QUOTE)

- D. **Catastrophic** – Katy Independent School District will purchase blanket catastrophic accident insurance for those students participating in all UIL sports and activities. There will be a \$25,000 deductible with indemnity amount of no less than \$5,000,000. Deductible period will be two (2) years and a ten (10) year minimum benefit period. (See Section V, FORMAL QUOTE)
- E. **Blanket Coverage-Interscholastic Sports and Activities Coverage** - A \$25,000 maximum policy with \$0 deductible for injuries sustained while practicing or participating in any UIL event. The blanket policy will cover all UIL activities grades K-12, as well as all vocational classes, FFA, ROTC, summer sports camps sponsored and conducted by the district, and field trips. The policy will be excess and have an effective date of August 1, 2017 and expires July 31, 2018. Benefits must be accepted on full assignment through a PPO or special network group. (See Section VI, FORMAL QUOTE)
- F. **Special Risk** - Prices are requested on Special Olympics and special education. The rates can be quoted under Section VI of the formal quote. Benefit must be taken on FULL ASSIGNMENT or fully covered under a PPO or special network group. (See Section VII, FORMAL QUOTE)
- G. Please show process necessary to maintain HIPAA and FERPA compliance. (See Section VIII, FORMAL QUOTE)
- H. **Treatment of a Covered Person** - Treatment must be initiated by a licensed physician within 90 days of the date of injury. Ambulance expenses must be for the first trip to a hospital not to the nearest hospital.

General Information

Katy Independent School District demographics.

9 High Schools: enrollment approximately 24,981 PROJECTED FOR 2019-20

16 Junior High Schools: enrollment approximately 19,440 PROJECTED FOR 2019-20

Total projected enrollment for 2020-21 is 86,000

Three-Year Claims History*

	<u>Years</u>	<u>Claims Paid*</u>
1.	2015-16	\$145,955
2.	2016-17	<u>\$ 174,209</u>
3.	2017-18	\$144,417
4.	<u>2018-19</u>	

5. 2019-20

*Reflects claims paid as of March 1, 2017.

Bidder Must Submit the Following With Proposal:

1. Formal Quote with price effective until July 31, 2020, on attached forms.
2. Agency Errors and Omissions Coverage Policy, minimum \$1,000,000.00.
3. List of schools insured last year (5A).
4. Resume - including number of years you have represented the company bid.
5. Number of years experienced in student athletic insurance. (Included in resume.)
6. Sample copy of plan policy including exclusions.
7. List of providers and facilities that accept benefits on FULL ASSIGNMENT or PPO Network.
8. Copy of agreement with optional multi-year renewal.
9. Explanation how the PPO or special network functions.
10. Copy of Texas policy.
11. Special Quote on Cost per participant in Special Olympics.
12. Describe your HIPAA/FERPA compliant program for the district.
13. Forms at the end of this packet for non-resident bidder, felony conviction notice, etc.

FORMAL QUOTE

Having carefully examined the Bid Notice, General Conditions, Specifications and Forms, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing. **Specific benefits are to be entered on the attached worksheet for each plan proposed.**

Section I - Voluntary Coverage - 24-Hour

TERM ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		

PREMIUM _____

Section II - Voluntary Coverage - At School

TERM ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		

PREMIUM _____

Section III – Voluntary Varsity Football Only

TERM ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		

PREMIUM _____

Section IV - Dental

TERM ONE YEAR	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
COVERAGE UP TO \$25,000	<input type="checkbox"/>	PPO	<input type="checkbox"/>
DEDUCTIBLE NONE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>
PRIMARY	<input type="checkbox"/>		

PREMIUM _____

Section V - Catastrophic

MAXIMUM COVERAGE \$ _____	<input type="checkbox"/>	FULL ASSIGNMENT	<input type="checkbox"/>
2-YR PERIOD TO MEET DEDUCTIBLE	<input type="checkbox"/>	PPO	<input type="checkbox"/>

DEDUCTIBLE \$25,000 OTHER
BENEFITS PAYABLE FOR _____ YEARS

PREMIUM _____

Section VI – Blanket Coverage-UIL Sports & Activities

TERM ONE YEAR FULL ASSIGNMENT
COVERAGE UP TO \$25,000 PPO
DEDUCTIBLE \$250/\$500/\$750 OTHER
PRIMARY
PREMIUM _____

Section VII – Special Risk

TERM ONE YEAR FULL ASSIGNMENT
COVERAGE UP TO \$25,000 PPO
DEDUCTIBLE NONE OTHER
PRIMARY

PREMIUM _____

Section VIII - HIPAA & FERPA Compliance

TERM ONE YEAR FULL ASSIGNMENT
COVERAGE UP TO \$25,000 PPO
DEDUCTIBLE NONE OTHER
PRIMARY

PREMIUM _____

Bids will be received by the **Purchasing Department**, Katy Independent School District at 6301 S. Stadium Ln., Katy, Texas 77492. **All proposals must be received by 2:00 p.m.(CST), April 3, 2020.** It is anticipated the contract will be awarded by the Board of Trustees at their scheduled Board Meeting on May 26, 2020. Coverage must begin **August 1, 2020.**The Board reserves the right to waive all formalities, to be the sole judge of quality and suitability, and may reject any or all proposals.

Expiring

Agency	Greater East Texas Ins. Assoc.
Area Agent	Larry Welch
Company	Fidelity
AM Best Rating	AM Best (A-)
All UIL Activities	
Maximum Benefit	\$25,000
Inpatient	
Room & Board	Semi-Private
Hospital Expenses	Up to \$250/Day
Physician Visits	Up to \$40
Family Travel	\$150 day/5 days
Outpatient	
Facility Charge	U&C up to \$2,000
Emergency Room	U&C up to \$175
ER Physician	U&C up to \$50
Physician Visits	Up top \$40
Physical Therapy	\$50 per visit/8 visit
Outpatient X-Ray	U&C up to \$200
Diagnostic Imaging	U&C Up to \$500
Outpatient Lab	U&C Up to \$50
Appliances	U&C Up to \$500
DM Equipment	\$175 per Injury
Prescription Drugs	U&C charges
Inpatient/Outpatient	
Surgical Services	U&C up to \$2,000
Anesthesia	25% of Surgical
Asst. Surgeon	25% of Surgical
Ambulance	\$1,000 per injury
Dental	U&C up to \$5,000
Eye Glasses, Contact Lenses, Hearing Aid	U&C as a result of the covered injury
Blanket UIL Premium	\$200,180
Catastrophic Carrier	Zurich

AM Best Rating Premium	A+ \$16,014
Total UIL & Catastrophic Premium	\$216,194
Voluntary Premiums	
At School K-12	\$30
24-Hour K-12	\$80
Football Accident	\$325

Request for Proposal Questionnaire:

1. Does your proposal cover the exact participants/groups as the expiring policy?
2. Does your proposal provide the exact coverage as the expiring policy? List benefits on the attached schedule.
3. Does your proposal provide for online enrollment for the voluntary plans?
4. Does your proposal provide for online submission of claims and access to detailed claims history?
5. If so, will you provide on-site training of athletic trainers?
6. If a participant is covered by the voluntary and blanket plans, will the voluntary be considered primary if the participant sustains an athletic injury and has no other insurance?
7. Does your proposal include a PPO network or other provider arrangement?
8. Will your providers accept plan benefits on full assignment? Full Assignment definition: "When a covered student is injured and utilizes the PPO or network, all covered procedures paid at network fees will be accepted by network providers as payment in full."
9. If the student is treated outside the PPO or network, what amount will your plan pay?
10. What procedures do you have to assist students (parents) in claims disputes?
11. What percentage of U&C does your blanket plan reimburse?
12. How does your plan define U&C?
13. Will you provide premium and claims history on all your plans? How often? Is it online?
14. If you are proposing voluntary, blanket, and catastrophic plans, are they independent or must they be a package, all or none?
15. Does your proposal include virtual medicine for concussion management or any other virtual medicine services?

KATY ISD STANDARD TERMS AND CONDITIONS

THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

1. BIDS, IN DUPLICATE, ARE TO BE DELIVERED TO KATY ISD PURCHASING DEPARTMENT, 6301 S. STADIUM LANE, KATY, TEXAS 77494, F.O.B. DESTINATION IN AN OPAQUE, SEALED ENVELOPE, WITH THE BID NUMBER AND THE DUE DATE DISPLAYED ON THE OUTSIDE. Katy ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.
2. NO BID: Bidders may opt to send a NO BID response back to Katy ISD. Vendors not responding to the bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the District in writing.
3. LATE BIDS: Late bids will not be accepted or considered. Late bids will be returned to vendors unopened. Katy ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Purchasing Office shall be the official time of receipt.
4. UNSIGNED BIDS will NOT be considered. ONLY SEALED BIDS will be accepted. Faxed bids or electronic submissions will NOT be accepted.
5. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of bid.
6. BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.
7. BID MUST COMPLY with all federal, state, county, and local laws concerning these types of goods/services. ALL ITEMS MUST MEET OSHA STANDARDS OF COMPLIANCE AND BE ASBESTOS FREE.
8. SAMPLES, if applicable or when requested, shall be furnished at no cost to Katy ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples, for which no return request is received by Katy ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.
9. ALL ITEMS WHICH UTILIZE ELECTRICAL CURRENT MUST BE U.L. LISTING APPROVED.
10. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice. All bid items shall be in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the bid. Katy ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.
11. REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors of omission or commission on the part of bidders.
12. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
13. RESPONSIBLE BIDDER. The business must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.
14. REFERENCES: KATY ISD may request bidders to supply, with this bid, a list of at least five (5) references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, telephone number and name of representative.
15. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Katy ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in vendor being placed on unresponsive vendor list.
16. TO EXPEDITE EVALUATION of the bids, BIDS must be submitted on Katy ISD forms; although additional information may be attached for evaluation purposes.
17. SALES TAX: Katy ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.

18. NO CASH ADVANCE discount will be considered.
19. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.
20. EVALUATION CRITERIA. In determining to whom to award a contract, the District will consider: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or 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 and rules relating to historically underutilized businesses; (7) the long-term cost to the district to acquire the vendor's goods or services;(8)for goods and services other than telecommunications, information services, construction or building maintenance, or instructional materials, whether the vendor, vendor's parent company, or majority owner, has its principal place of business in this state, or employs at least 500 people in this state, and (9) any other relevant factor as listed in the project documents.
21. BID AWARD: Katy ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.
22. PLEASE BID on each item separately. Provide unit prices on quantity specified and extended amount. In cases of errors in extensions, unit price shall govern.
23. IF DURING THE LIFE OF THE CONTRACT, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Katy ISD.
24. DELIVERY: All products delivered as a result of this contract must have the delivery and/or freight charges (FOB) Katy ISD Designated Location with inside delivery included in the bid price.
25. CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.
26. ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Katy ISD.
27. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the District's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.
28. EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Katy ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Katy ISD will not accept substitutes after item(s) have been awarded as specified. Katy ISD reserves the right to accept any and all or none of the exception(s)/substitution(s) bid which are deemed to be in the best interest of Katy ISD.
29. DESCRIPTIONS: Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.
30. "OR EQUAL" PRODUCTS will be evaluated after bids are received, based on literature submitted and any required testing of the product. It is the vendor's responsibility to submit sufficient data for the District to properly analyze an "or equal" item.
31. ADDENDA: Any interpretations, corrections, or changes to this bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Katy ISD Director of Purchasing. Addenda will be mailed to all who are known to have received a copy of this bid.
32. ADDENDA MUST BE ACKNOWLEDGED WITH BID SUBMITTAL. An addenda acknowledgment form will be provided with bids requiring acknowledgment of addenda.
33. CHANGE ORDERS: No oral statement of any person shall modify, otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Katy ISD Director of Purchasing.
34. SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Katy ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance

under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Katy ISD from liability, claim or demand on their part, agents, servants, customers, and/or employees, whether such liability, claim or demand arise from event or casualty happening within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within the occupied premises. Successful bidder shall pay any judgment with costs which may be obtained against Katy ISD growing out of such injury or damages.

35. **CONTRACT:** This bid, when properly accepted by Katy ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Katy ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.

36. **TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, or delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:
 - A. Katy ISD reserves the right to review the performance of vendor at all times.
 - B. Katy ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Katy ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Katy ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

37. **KATY ISD reserves the right to terminate contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.**

38. **TERMINATION FOR DEFAULT:** Katy ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Katy ISD in the event of breach or default of this contract. Katy ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
 - A. Meet schedules;
 - B. Default in any payments owed due to the performance of this contract,
 - C. Otherwise perform in accordance with these specifications.

39. **REPRESENTATION:** The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Katy ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Katy ISD, Katy ISD may on ten (10) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the vendor by Katy ISD for the unexpired term of the Agreement.

40. **IN THE EVENT** the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Katy ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Katy ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.
BREACH OF CONTRACT or default authorizes Katy ISD to exercise any or all of the following rights:
 - A. Katy ISD may take possession of the assigned premises and any fees accrued or becoming due to date;
 - B. Katy ISD may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
 - C. Katy ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Katy ISD. In such event, the District may charge the successful bidder the difference for any additional cost of such bid item.

41. **BIDDER, IN SUBMITTING THIS BID,** agrees that Katy ISD shall not be liable to prosecution for damages in the event that Katy ISD declares the bidder in default.

42. **GRACE PERIOD:** Katy ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.

43. **NOTICE:** Any notice provided by this bid (or required by Law) to be given to the successful bidder by Katy ISD shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Katy, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

44. **PATENTS/COPYRIGHTS:** The successful bidder agrees to protect Katy ISD from claim involving infringements of patents and/or copyrights.

45. **RIGHTS TO INVENTIONS:** If the contract awarded is funded through federal funds, the vendor agrees to remain in compliance with the requirements of CFR 37 Part 401 and any implementing regulations should contract performance involve the performance of experimental, developmental, or research work.

46. **CONTRACT ADMINISTRATOR:** Under this contract, Katy ISD may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and

delivery. The contract administrator will serve as liaison between Katy ISD Purchasing Department and the successful bidder.

47. PURCHASE ORDER: A purchase order(s) shall be generated by Katy ISD to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Katy ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.
48. PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department/campus and/or delivery location, (c) Katy ISD Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.
49. PRODUCTS SUPPLIED UNDER THIS CONTRACT shall be subject to Katy ISD approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to Katy ISD. If item is not picked up within one (1) week after notification, the item will become a donation to Katy ISD for disposition.
50. WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Katy ISD, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.
51. BIDDERS MUST SUBMIT chemical content literature and/or specifications and Material Safety Data Sheets with their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.
52. WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Detailed explanation of warranties must be provided with bid. Warranty will not begin until all components are installed and accepted by Katy ISD.
53. VENUE: This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Katy, Fort Bend County, Texas.
54. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Katy ISD.
55. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
56. FORCE MAJEURE: Neither party shall be liable in damages for any delay or default in the performance of this contract, if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.
57. EQUAL EMPLOYMENT OPPORTUNITIES LAWS: Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to Federal Rule referenced herein, when Katy ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.
58. COMPLIANCE WITH DAVIS-BACON ACT (40 U.S.C. 3141-3148) AND COPELAND "ANTI-KICKBACK" ACT: For any contract awarded involving prime construction over \$2,000, the vendor agrees to remain in compliance with the Davis-Bacon Act for the payment of all applicable workers. Such contracts must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
59. CONTRACT WORK HOURS AND SAFETY ACT: Where applicable, the vendor must remain in compliance with the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) requiring the vendor to compute the wages of applicable workers on the basis of a 40 hour week.
60. RECORD RETENTION: In acceptance of the contract the vendor certifies that it will comply with all record retention requirements as required in 2 CFR 200.33 for any applicable federal expenditures from Katy ISD.

61. BUY AMERICAN ACT: In acceptance of a contract with Katy ISD involving the expenditure of federal funds, the vendor hereby certifies compliance with all applicable provisions of the Buy American Act.
62. CLEAN AIR ACT (42 USC 7401-7671q) and FEDERAL WATER POLLUTION CONTROL ACT (33usc 1251-1387) For any contract awarded which exceeds \$100,000 the vendor certifies that it will agree to comply with all applicable standards, order or regulations pursuant to the acts listed and any applicable amendments, orders or directives thereof.
63. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 and 12689): Pursuant to 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." Pursuant to the federal rule referenced in this section, when federal funds are expended by Katy ISD, bidder certifies that during the term of an award for all contracts by Katy ISD resulting from this procurement process, bidder 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.
64. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): Pursuant to Federal Rule (I) above, when federal funds are expended by Katy ISD, bidder certifies that during the term and after the awarded term of an award for all contracts by Katy ISD resulting from this procurement process, the bidder certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The bidder 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 bidder shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (3) The bidder 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.
65. PROCUREMENT OF RECOVERED MATERIALS: Bidder 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.
66. ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18): For any federal fund expenditures by Katy ISD that are a result of the awarded contract, the vendor certifies that it will remain in compliance with the Federal Energy Policy and Conservation Act as issued in Pub. L 94-163, 89 Stat. 871).
67. CERTIFICATION OF ACCESS TO RECORDS (2 C.F.R. 200.336): Katy ISD, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to the awarded contract. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to Katy ISD in connection with Vendor's work and shall be open to inspection and subject to audit and/or reproduction by Katy ISD, its authorized representative(s), or other governmental entities, as applicable. In addition, 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.
68. CERTIFICATION REGARDING BOYCOTTING OF ISRAEL: Pursuant to Chapter 2270, Texas Government Code, the vendor doing business, or seeking to do business, with Katy ISD (the "Vendor") hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor and Vendor Companies will not boycott Israel during the term of this contract. For purposes of this contract, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.
69. CERTIFICATION REGARDING TERRORIST ORGANIZATIONS: Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of

companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

70. PAYMENT will be made upon receipt and acceptance by Katy ISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful bidder(s) is required to pay subcontractors within ten (10) days.
71. INVOICES shall show purchase order number, copy of signed delivery ticket and bid name and shall be mailed directly to:
Katy ISD Accounts Payable Department, P O Box 159, Katy TEXAS 77492-0159
72. **ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KATY ISD must submit a Conflict of Interest Questionnaire if required no later than the Seventh (7) Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006.**
73. **For any contracts requiring Board action or that are valued at \$1 million or more, the District will require the awarded vendor to submit the Disclosure of Interested Parties Form 1295 from the Texas Ethics Commission and then certify to Katy ISD that the disclosure has been filed. Certain contracts, including contracts with a public traded business entity, including a wholly owned subsidiary of the business entity, are exempt from this requirement. Texas Ethics Commission Rules 46.1(c) references other types of contracts not requiring the filing of a Form 1295. The District will consider failure to file the form as a default of contractual obligations.**
74. **ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KATY ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file**
75. **ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) to the Katy ISD Purchasing Department.**
76. **ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO THE PURCHASING DEPARTMENT AT (281) 396-6260.**

NOTE: Katy ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.

SPECIAL TERMS AND CONDITIONS

1. **UNDERWRITING INFORMATION.** The underwriting information required to seek prices from the insurance companies is included in the proposal under Section 3.0 as “Underwriting Information”.
2. **ERRORS AND OMISSIONS – NONWARRANTY OF REQUEST FOR PROPOSAL (RFP)**
 - a. KISD has included a Schedule of Properties relevant to the RFP. However, if there has been an unintentional error or omission in listing the properties, the policy should not prejudice coverage, and should therefore be extended to all properties of KISD.
3. **COSTS INCURRED IN PREPARATION OF THE PROPOSAL.** KISD will not be responsible for direct, or indirect costs related in the preparation of the proposal being submitted, nor for any oral presentations which may be required by the KISD to supplement and/or clarify the proposal.
 - a. **Questions regarding the specifications shall be submitted in writing, and may be sent via fax 281-644-1900 or email lancennauman@katyisd.org, no later than April 3, 2020 at noon,** to Lance Nauman, Director of Risk Management. All written questions will be responded to electronically and sent to each offeror in the form of a written addendum issued by the KISD Risk Management Department.
4. **ADDENDA TO RFP.** KISD reserves the right to revise and amend the specifications prior to the date set for the opening. Offerors are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing and request modification or clarification desired. Revision or amendments, if any, will be made by issuing an addendum. A good faith effort will be made to send the addenda issued to the parties who have been furnished a copy of the RFP. **No addenda will be issued later than April 3, 2020,** except an Addendum withdrawing the RFP.
5. **AWARD OF CONTRACT.** KISD reserves the right to accept or reject in whole or in part, any of the proposals received which do not serve the interests of the KISD, and to waive any or all informalities, technicalities relating to the RFP. Recognizing the fact that there are several criteria involved in the selection of insurance policies, the KISD reserves the right to award the contract to the Offeror providing the best value. The competency, experience, and value of all offers shall be taken into consideration in the awarding of the contract for this proposal. If the Offerors are unknown to KISD, or their competency questioned, it shall be understood that they will, upon request, provide KISD with reliable data and references. KISD will verify and investigate the information it deems necessary to determine the capabilities of the Offerors to provide the coverage and services associated with this proposal.
 - a. Also, KISD reserves the right to be the sole judge of the suitability of the qualifications, and capabilities of the Offeror and the proposal selected. Acceptance of the proposal will be confirmed by a request to bind coverage and followed by a contract signed by the appropriate KISD administrator as authorized by the Board of Trustees.

6. **QUALIFICATIONS AND SERVICES OF AGENCY/OFFEROR.** The Offeror at the time of submission of this Proposal, and throughout the period of the contract, will be required to meet the following minimum criteria:
7. Be properly licensed by the State of Texas to provide the services proposed, and to sell the insurance policies being submitted. Proof of appropriate license shall be included with the proposal.
8. Carry professional liability insurance with limits of at least \$1 million. Proof of such insurance shall be enclosed. The Offeror is required to maintain the coverage throughout the contract period.
9. A copy of the license and a certificate of insurance evidencing proof of professional liability insurance must be provided to KISD at the mutually agreed renewal contract period.
 - a. *KISD will require services of the offeror representative. Some of the services are listed below:*
 - b. 4. After notification of acceptance of award and before inception date of the proposal, an original "Confirmation of Coverage" or "Insurance Binder" shall be executed and delivered to the KISD Risk Management Department for review.
 - c. 5. Prepare a schedule of all coverages, limits, premiums, exclusions.
 - d. 6. Written confirmation of all requests made by KISD.
 - e. 7. Review correctness of policy provisions, terms and conditions as per proposal submitted, and upon every renewal.
10. **ACCOUNT EXECUTIVE-POINT OF CONTACT.** Offerors are required to assign one main point-of-contact person to KISD. You are, therefore, required to complete the appropriate form, providing the name and telephone number of the account executive.
11. **REFERENCES.** KISD reserves the right to check references prior to awarding the contract. Offerors are required to complete the References Form and include it with the proposal.
12. **EVALUATION AND SELECTION CRITERIA.** Recognizing that there are important considerations involved in placement of insurance policies, other than initial rates/charges. KISD is not bound to accept the lowest cost proposal.
 - a. As a part of the evaluation process, the KISD reserves the right to contact any offeror and/or any company, at any time, to clarify and/or verify and/or request information concerning proposal contents. A specific contact person should be named on the signature sheet for the purposes outlined above and a telephone number and email address where that person may be reached.
 - b. Submissions will be evaluated based on the criteria below.

Evaluation Criteria
Purchase price Cost section listed below
Reputation of the Vendor and of the Vendor's goods or services
Quality of the vendor's goods or services Services capabilities listed below
Extent to which the goods or services meet the district's needs Financial stability listed below Comprehensive and complete proposal
Vendor's past relationship with the district or similar size district

Long-term cost to the district to acquire the Vendor's goods or services Service management plan listed below
Whether the Vendor's Principal place of business is in the state of Texas, or employs 500 people in this state. (N/A)
The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (N/A)
Any other relevant factors specifically listed in the request for bids/proposals: (policy limits, deductibles, exclusions, quality, financial strength, probability of continuous operation, vendor's service)

13. The selection process will include, but will not be limited to, the following considerations:
- a. Level of Service Capabilities. Companies will be evaluated on criteria, such as, the experience, knowledge, competency, number of staff, claims and loss control service capabilities, and account executive assigned to the KISD.
 - b. Financial Stability. Financial ability of the Offeror, and the strength of the insurance company will be determined by the KISD. Consolidated financials for the carrier must be included with the proposal.
 - c. Costs. KISD desires to realize costs savings, and due weight will be given to the cost of the insurance and services quoted. However, as stated earlier, KISD will weigh other factors in addition to the costs. KISD may decide not to award the contract based on the lowest cost.
 - d. Comprehensive and Complete Proposal. KISD desires to place policies through one carrier (if applicable) who can provide all requested lines of coverage with the desired limits and deductibles in a package format. Preference will therefore be given to the company(ies) which can consolidate the current policies requested.
 - e. Service Management Plan. The Service Management Plan as requested in the proposal will be evaluated. Preference will be given to multi-year rate guarantees.
 - f. Offerors are requested to provide a breakdown of the net premium costs, and any commissions/fees to be paid to the agent(s)/brokers by the insurance company. Please illustrate the services, which will be made available to the District, for the fees/commissions paid. Offerors may extend fees for service in lieu of commission.
14. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS.** Offerors are responsible for complying with all laws, rules and regulations, including those of the Department of Insurance, where applicable.
15. **PROPOSAL FORMS.** Please complete all forms, and provide all the information requested in the proposal.
16. **CANCELLATION TERMS.** Cancellation by parties, the insurance company and the KISD, shall be with a minimum of thirty (30) days written notice, and a minimum of forty-five (45) days in the case of non-payment.
17. **FIRMNESS OF PROPOSAL.** Proposals shall be firm and effective one year (365 days) from the policy effective date. Rejection or withdrawal after offer is accepted shall constitute a breach of contract. Once binder is delivered, the company must observe notice provisions of the contract.

TERMINATION OF CONTRACT. KISD reserves the right to terminate this agreement for failure of the offeror:

1. To perform per terms of this request for proposal.
2. To comply with usual and customary practices of the industry
3. Upon breach of any laws, rules or regulations.

A full list of Katy ISD Terms and Conditions can be found:

NOTICE OF NO SUBMISSION FORM

Dear Vendor:

Please check the appropriate box below, complete the remainder of this form and return it by the scheduled Date and Time:

- Our company cannot provide the products, supplies and/or services listed in this request.

Please **MOVE** our name and address to the following category (ies) so that we may propose

at a later date:

Category(ies): _____

- We have chosen **NOT** to submit a proposal at this time, but would like to remain on your list for this proposal category. We did not submit a proposal because:

Reason(s): _____

- Please **REMOVE** our name from all Katy ISD lists until further notice.

Reason(s): _____

PLEASE RETURN THIS FORM TO:

Katy ISD Purchasing Department
Notice of "No-Submission" – Student Accident/Athletic & Catastrophic Insurance
6301 S. Stadium Ln.
Katy, TX 77492-0159

Company Name: _____

Representative: (please print) _____

Address: _____ Phone () _____

Name of Proposal and Opening Date: _____

Authorized Signature: _____

Title: _____ Date: _____

:

REFERENCES – preferably other large Texas school districts

FINANCIAL STABILITY must be demonstrated by each Bidder as well as a reliable delivery and service record. Provide a list of at least three similar accounts that have utilized the vendor's services and products for a minimum of one year.

1. Name of the Organization: _____
Address: _____

Name of the Contact: _____
Title of the Contact: _____
Telephone and Fax No. _____
E-mail _____

2. Name of the Organization: _____
Address: _____

Name of the Contact: _____
Title of the Contact: _____
Telephone and Fax No. _____
E-mail _____

3. Name of the Organization: _____
Address: _____

Name of the Contact: _____
Title of the Contact: _____
Telephone and Fax No. _____
E-mail _____

**KATY INDEPENDENT SCHOOL DISTRICT
REQUEST FOR INFORMATION
AGENT/BROKER/REPRESENTATIVE**

Name of the Agency/Co.: _____

Address: _____

City/State/Zip _____

Telephone: _____

Fax No. _____

E-Mail: _____

Principal/Account Executive: _____

Assistant: _____

No. of Public Sector Accounts: _____

No. of Total Accounts: _____

Premium Volume Written: _____

Compensation: Fees/Commissions _____

Services to be provided:

VENDOR CONTACT INFORMATION

ADDRESS Used for Orders:

Company Name	
Contact Person	
Address	
City	
State	
Telephone:	
Email	

REMIT TO ADDRESS: (If different from order address)

Company Name	
Contact Person	
Address	
City	
State	
Telephone:	
Email	

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INTERLOCAL AGREEMENTS WITH OTHER SCHOOL DISTRICTS THROUGH THE CENTRAL TEXAS PURCHASING ALLIANCE

A. Membership.

KATY ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

B. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Katy Independent School District may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.

Proposal Submission – All proposals must be submitted with the following forms/information:

1. Price Sheet
2. Certification Sheet
3. References and Contact Information
4. Deviation Form
5. Felony Conviction Notification
6. Form regarding Fingerprinting for Katy ISD Independent Contractors and form regarding Criminal History Background Searches
7. Acknowledgement Form
8. Conflict of Interest Questionnaire
9. Clean Air Act
10. Debarment or Suspension Certification
11. Vendor Certification Form
12. HB 89 and 252 Certification Addendum
13. SB 9 Criminal History Review Certification
14. HB 1295 Form
15. Additional Information as desired by vendor to demonstrate product quality or service capabilities
16. Electronic copy of your proposal
17. W-9 Form

CONFLICT OF INTEREST QUESTIONNAIRE

PLEASE COMPLETE AND SIGN EVEN IF NO CONFLICT EXISTS

For vendor or other person doing business with local governmental entity **FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

**OFFICE USE
ONLY**

Date Received

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

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

Name of Business/Company

CERTIFICATION SHEET

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

Company Name _____

Mailing address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax _____

Email address _____

In business under present name _____ years and _____ months

COMPLETE THE APPROPRIATE SECTION BELOW:

RESIDENT BIDDER

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I CERTIFY THAT MY COMPANY IS A “RESIDENT BIDDER”:

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

POSITION _____

SIGNATURE _____ DATE _____

OR

NONRESIDENT BIDDER

“Nonresident bidder” refers to a person who is not a resident.

IF YOU QUALIFY AS A “nonresident bidder”, you must furnish the following information:

What is your resident state? (The state your principal place of business is located.) _____

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

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

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

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

POSITION _____

SIGNATURE _____ DATE _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Per Title 34, Code of Federal Regulations, 80.35, "Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

(Before completing certification, read the instructions below.)

Please check one choice below:

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature Date

Instructions For Suspension/Debarment Certification Statement

- 1. By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.*

- 2. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*

- 3. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.*

I, _____, **am in compliance with all applicable**
(vendor name)

standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

Company Authorized Representative (Print)

Signature Date

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school District must give advance notice to the District if the person or 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

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

Please select ONE choice below:

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individuals who has/have been convicted of a felony.

Name of individual (s): _____

Details of conviction (s): _____

Please complete the information below:

Name of Vendor: _____

(please type or print)

Name of Company Official: _____

(please type or print)

Signature of authorized agent: _____ Date: _____

ACKNOWLEDGEMENT FORM

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agrees to furnish all goods and services specified on the Katy ISD Proposal Form at the prices and transportation costs as proposed.

By submission of this proposal, the undersigned certifies that:

- a. This proposal has been independently arrived at without collusion with any other bidder or any other competitor;
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids, or proposals for his project;
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal;
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf;
- e. Vendor warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. For violation or breach of this warranty, Katy ISD shall have the right to annul this contract without liability;
- f. As required by Local Government Code 176.006, the undersigned acknowledges the requirement of filing a Conflict of Interest Questionnaire if there are any facts that would require such to be filed, and acknowledges the fact that the CIQ form is available for download at <https://www.ethics.state.tx.us/forms/conflict/> or can be obtained directly from the Katy ISD Purchasing Office, 6301 S. Stadium Lane, Katy, Texas 77494.
- g. The undersigned certifies that to his/her knowledge no Katy ISD employee has any personal or beneficial interest whatsoever in this service or property described herein.
- h. The undersigned acknowledges that this document, as well as any submitted documents and any negotiations, when properly accepted by the District will be an integral part of any contract awarded as a result of the response submitted.
- i. The undersigned acknowledges that any employees performing services under the contract awarded as a result of this RFP will meet the minimum requirements as stated in Education Code 22.0834 and the Contractor will submit required Criminal History Certification form before the contract term begins.
- j. The undersigned agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable.

Respondent acknowledges receipt of Addenda number ___ through ___ and has incorporated the provisions therefore into this proposal.

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE

Vendor Certifications

CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when KATY ISD expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and [name of vendor] ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

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

The following certifications and provisions are required and apply only when Katy ISD expends federal funds for any purchases resulting from this Contract.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 Katy ISD expends federal funds, Katy 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 sub grantee 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 Katy ISD expends federal funds, Katy 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 Katy ISD under the Contract for years subsequent to the current budget year 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:** Katy ISD also reserves the right to terminate the contract immediately upon written notice to Vendor for convenience, with or without cause, if Katy ISD believes in its sole discretion that it is in the best interest of Katy ISD to do so.

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

_____ Initials of Authorized Representative of Vendor

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

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

_____ Initials of Authorized Representative of Vendor

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

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

_____ Initials of Authorized Representative of Vendor

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

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

_____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Katy ISD, Vendor certifies that during the term of an award for all contracts by Katy 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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$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 Katy ISD, Vendor certifies that during the term of an award for all contracts by Katy 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

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Katy ISD, Vendor certifies that during the term of an award for all contracts by Katy 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

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Katy ISD, Vendor certifies that during the term and after the awarded term of an award for all contracts by Katy 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

(J) 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.

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

_____ Initials of Authorized Representative of Vendor

II. RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Katy 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 sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

_____ Initials of Authorized Representative of Vendor

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

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

_____ Initials of Authorized Representative of Vendor

IV. CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of Katy ISD not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

_____ Initials of Authorized Representative of Vendor

V. CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

_____ Initials of Authorized Representative of Vendor

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

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

_____ Initials of Authorized Representative of Vendor

VII. CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

_____ Initials of Authorized Representative of Vendor

VIII. CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

Pursuant to Chapter 2270, Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor and Vendor Companies will not boycott Israel during the term of this contract. For purposes of this Contract, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business with Israel or in an Israeli-controlled territory.

_____ Initials of Authorized Representative of Vendor

IX. CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

_____ Initials of Authorized Representative of Vendor

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 APPLICABLE PROVISIONS, LAWS, ACTS, AND REGULATIONS, AS SPECIFICALLY NOTED IN THIS ADDENDUM.

Vendor's Business Name (as shown on Form W9): _____

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: _____

Agreement with Katy Independent School District Regarding Criminal History Background Searches with Vendors/Contractors

Katy Independent School District has provided me with the information to be in compliance with the Senate Bill 9 mandate in regards to required background searches for all companies working with Katy ISD as a vendor or contractor. My signature indicates that I will comply with Senate Bill 9 by conducting background searches and have employees fingerprinted with the DPS- Fingerprint-based Applicant Clearinghouse of Texas- FACT.

Print Name

Signature

Company Name

Date

Information from Texas Education Agency and State Board of Education:

Instructions to School District Contractors Regarding Criminal History Background Searches Under Senate Bill 9

Senate Bill 9 directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas –FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, please contact:

Access and Dissemination Bureau
Texas Department of Public Safety
Crime Records Service
P. O. Box 149322
Austin, Texas 78714-9322
Email: FACT@txdps.state.tx.us
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that you are a school district contractor and need to have an account established for DPS FACT clearinghouse access. Please include:

- Company Name
- Company Address
- Company Phone
- Name of Company point of contact
- Phone of Company point of contact
- Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

PLEASE NOTE: After you sign the DPS User Agreement for FACT, DPS will provide you with a revised **FAST Fingerprint Pass** that you will have to provide to your employees and applicants. Your employees and applicants will use that **FAST Fingerprint Pass** when scheduling their FAST fingerprinting.

KATY INDEPENDENT SCHOOL DISTRICT

HB 89 and SB 252 Certification Addendum

This addendum ("Addendum") is hereby incorporated to and made a part of the underlying agreement (the "Contract") between the Katy Independent School District ("Katy ISD" or "District") and the vendor, consultant, contractor, or independent contractor ("Contractor") referenced herein.

The Texas 85th Legislature passed two bills during its regular session that will impact all government contracts for goods and services, regardless of dollar amount, including contracts for professional, consulting, and construction services. This Addendum requires review and signature from any Contractor entering into a contract with Katy ISD to ensure the Contractor complies with the requirements stipulated herein.

HB 89 – Certification Regarding Boycotting of Israel

Texas House Bill 89 (HB 89) prohibits governmental entities from entering into Contracts for goods and services that do not contain the Contractor's written verification that the Contractor does not, and during the term of the contract will not, boycott Israel.

If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Contract has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. The Contractor entering into a Contract with Katy ISD for the provision of goods or services, whether such Contract is in the form of either a written agreement executed between both parties or a duly authorized Katy ISD purchase order, hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include any action made for ordinary business purposes.

SB 252 - Verification Regarding Terrorist Organizations

Texas Senate Bill 252 (SB 252) prohibits governmental entities from contracting with parties on the Texas State Comptroller's list of companies known to have contracts with, or provide supplies or services to, an organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. As a result of the new law, governmental entities are required to verify that vendors are not on the Comptroller's list (the "List") of companies with ties to foreign terrorists. The Texas Comptroller's Office provides and maintains such List and anticipates the List going live on September 1, 2017. The List is accessible through the Texas Comptroller's website (<https://comptroller.texas.gov/purchasing/>); click on *Publications and Forms* (under Procurement Resources), and then click on *Divestment Statute Lists* (under Reports).

Contractor further certifies that it is not a company identified on the Texas Comptroller's List of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

The certifications referenced above are hereby made by Contractor as of the date specified below.

Date: _____ Contractor Business Name: _____

Name of Company Official (Print): _____ Signature: _____

Senate Bill 9 (SB 9) Criminal History Review Certification for Contractors and Subcontractors

I. **Background:** As a result of Texas Senate Bill 9 (SB 9) Texas Education Code Chapter 22 (the “Statute”) requires entities that contract with school districts (“Contractors” and their “Subcontractors”) to obtain criminal history records on Covered Employees, as defined herein. Covered Employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to Katy ISD that they have complied with the Statute and must also obtain similar certifications from their subcontractors, as applicable. The Statute requires each Contractor or Subcontractor to obtain the criminal histories of its Covered Employees. For more information on this requirement or to establish an account with the **Texas Department of Public Safety’s Crime Records Service (TxDPS CRS)** division to obtain and review criminal history information on Covered Employees, a Contractor or Subcontractor must contact the **TxDPS CRS Criminal History Inquiry Unit** at **(512) 424-2474** or visit the following Website:

<https://secure.txdps.state.tx.us/>

II. Definitions:

Covered Employees: Employees of a contractor who have or will have *continuing duties* related to the contracted service(s) to be performed at a school district **and** have or will have substantial opportunity for *direct contact with students* in performance of such services. Katy ISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying Criminal History: (1) a conviction or other criminal history information designated unacceptable by Katy ISD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a); that is, if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

III. Contractor Certifications:

On behalf of _____ (“Contractor”), I, the undersigned authorized signatory for Contractor, certify to the Katy Independent School District (“Katy ISD”) that *[check one]*:

None of Contractor’s employees are Covered Employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Contractor’s employees are Covered Employees, as defined above. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its Covered Employees. None of the Covered Employees has a disqualifying criminal history; and
- (2) If Contractor receives information that a Covered Employee subsequently has a reported criminal history, Contractor will immediately remove the Covered Employee from contract duties and notify Katy ISD in writing within 3 business days; and
- (3) Upon request, Contractor will provide Katy ISD with the name and any other requested information of Covered Employees so that Katy ISD may obtain and review criminal history record information on the Covered Employees.

IV. Disclosure of Work to be Provided by Subcontractor(s) *[check one]*:

Contractor hereby certifies that Subcontractor(s) **will not** be used in performance of the contracted services associated with the underlying contract; or

Contractor hereby certifies that Subcontractor(s) **will or may** be used in performance of the contracted services associated with the underlying contract, and Contractor hereby certifies that such Subcontractor(s) have provided Contractor with written certification that Subcontractor has complied with the Statute.

If Katy ISD objects to the assignment of a Covered Employee on the basis of the Covered Employee's criminal history record information, Contractor (and their Subcontractor) agrees to discontinue using that Covered Employee in fulfillment of the contracted services. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Contractor Business Name (dba Name)

Authorized Contractor Representative (Print Name)

Signature

Title

Date

KATY ISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, and attached to vendor’s response to this solicitation.

KATY ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits KISD from entering into a contract resulting from this RFCSP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to KISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

“Interested Party” means a person:

- a) who has a controlling interest in a business entity with whom KISD contracts; or
- b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

“Business Entity” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

As a “business entity,” all vendors must electronically complete, print, sign, and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Proposers must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity.

The completed Form 1295 with the certification of filing must be filed with KISD by attaching the completed form to the vendor’s solicitation response.

KISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After KISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from KISD.