



Katy ISD

Purchasing Department

Vendor Handbook

Department Location:

Katy ISD Support Services Complex
5364 Franz Road
Katy Texas 77493

Website: www.katyisd.org/purchasing

Phone: 281-396-6260

Fax: 281-644-1828

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Doing Business with Katy ISD

Vendors should note that all information presented in this booklet is based on the Katy ISD general business practices. Requirements for specific contracts can be more stringent depending on the District's needs and requirements.

Katy ISD does not discriminate on the basis of sex, race, disability, color or national origin in its business practices.

General Information

Katy Independent School District (Katy ISD) is located just west of Houston on the Interstate 10 corridor. The District consists of 53 campuses and approximately 58,000 students.

Purchasing Department Goal

The goal of the Katy ISD Purchasing is to provide our customers with excellent customer service by obtaining quality goods and services based on BEST VALUE criteria. Thus the department welcomes and encourages information from any prospective supplier or service provider offering competitive fair-market pricing and quality service.

Applicable Rules

Katy ISD is subject to the State of Texas statutes regarding public school district spending. Additionally the Texas Education Agency has produced a financial guide for the handling of school funds, the Financial Accountability System Resource Guide. All funds in the District are subject to these rules and laws with the exception of Student Activity Funds. Student Activity Funds are defined as student-generated funds raised by the students to be used for

student benefits. Activity Funds constitute an extremely small portion of the overall available funds.

Fund Raising Vendors

Vendors who propose to do catalog or merchandise sales at a school campus for the purpose of generating funds for the campus or school organization must register as a Fund Raising Vendor with the District. Vendors will be responsible for filing the application and submitting current references. After review and approval, the vendor will be added to the approved Fund Raising Vendor List. Campuses and school organizations are not permitted to utilize vendors outside of this database for fund raising activities.

Exceptions to this process are those vendors selling merchandise directly to the school or merchandise whose sale is controlled by the school or organization and all delivery of the goods is within their control. Examples include the purchase of pumpkins for an annual pumpkin patch sale, the purchase of items for sale in the school store, and other similar product purchases.

Best Value

In evaluating procurement decisions the District will always apply best business practices. In doing so, the District will always consider Best Value criteria as listed below for the basis of any procurement. When seeking a competitively procured contract, the District will state the Best Value criteria listed in this section as well as any criteria pertinent to the contract performance as the criteria considered when awarding the contract. This information will be clearly listed

in the Request for Proposal (RFP) or Request for Bid (RFB) documents.

Best Value criteria include:

- 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 and 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 total long-term cost to the District to acquire the vendor's goods or services;
- 8) Any other relevant factor specifically listed in the request for bids or proposals.

Please note that contracts for professional services such as engineers, attorneys, accountants, etc. are awarded based on the District's evaluation of the firm's qualifications, as required by statute.

How to Begin

The Purchasing Department office acts as a liaison between vendor sales representatives and district personnel; therefore all vendor representatives are asked to contact the Purchasing Department prior to contacting other district offices or campuses.

The first step in doing business with the Katy Independent School District is registering with the Purchasing Department by accessing the Vendor Self Service (VSS) website at the following link:

<https://mss.katyisd.org/mss/>

VSS Features:

- Create a secure user-id and password.
- Register your business receiving a unique vendor number.
- List all commodities that you deal in.
- Update your contact information.
- View account activity: purchase orders, invoices, checks, etc...

The Purchasing Department will also use the vendor registration to develop potential bidders on those contracts required by statute to be competitively awarded.

A current W-9 form will be required prior to any business opportunity and can be scanned directly into the VSS system.

Registering with the District will place you on the list of potential vendors. It does not guarantee any level of business expenditure by the District. Please note the Purchasing Department staff will be happy to meet with you to discuss where your goods or services might fit in with the District's operations. If you would like to schedule an appointment to meet with the Director or one of the department's Buyers, please contact the office.

Conflict of Interest

Any vendor contemplating conducting business with Katy ISD or one who is currently doing business with Katy ISD should familiarize themselves with the reporting requirements of Local Government Code 176.006.

If warranted, a vendor should complete the Conflict of Interest Questionnaire form posted at www.Katyisd.org/purchasing website and return it to the Purchasing Office for posting. It is the vendor's responsibility to report any Conflict of Interest that exists.

Independent Contractors

Vendors providing services or programs to Katy ISD on District property or on behalf of Katy ISD are designated as Independent Contractors. Such contracts may be procured through a competitive process or may be purchased through the State of Texas provision for professional services.

The District has adopted procedures for the procurement of such services. Vendors are asked to assist the District by responding to Independent Contractor/Consultant Status Questionnaire. Vendors will also be asked to meet all requirements for background searches, felony conviction reporting, and insurance.

Background Search Requirements

As of July 1, 2008 Texas Senate Bill 9 mandated that all school district independent contractors obtain state and federal background searches on any of their employees who may have direct contact with students. The form contained in this booklet must be completed by the prospective

contractor before a purchase order can be issued. Requirements and instructions as provided by the State of Texas are included in the form. **All applicable charges are the responsibility of the vendor.**

Felony Conviction Report Requirements

All competitively awarded vendors must have a Felony Conviction Report on file with the District. A sample of the form is attached at the end of the booklet. The form can also be downloaded from the Purchasing Department website at www.katyisd.org/purchasing.

Insurance Requirements

Vendors performing services or providing goods where deliveries or services are included must provide the District with a current Certificate of Insurance. Insurance requirements will vary based on the total value of the contract awarded or type of service to be performed. All vendors performing services to or on a school campus must produce proof of worker’s compensation coverage or a statement of waiver thereof.

Tax Exempt Status

The District is a political subdivision of the State of Texas and as such is exempt from state sales tax under Chapter 20, Title 122A, Revised Statutes of Texas.

Purchase Orders

Katy ISD requires purchase orders be issued for all procurement transactions. A valid purchase order will

contain a purchase order number in the space provided and the electronic signature of the District's Director of Purchasing in the space provided. Katy ISD will accept responsibility and will only guarantee payment for those transactions authorized by an official Katy ISD official purchase order. This purchase order number must appear on all invoices, delivery memoranda, bills of lading, packages, and correspondence.

Any communications (excluding invoices) concerning problems with a purchase order should be addressed to the Katy ISD Director of Purchasing, 5364 Franz Road, Katy, Texas 77493.

Price Changes

For any item where Katy ISD has received and accepted firm pricing through a competitive process, no price changes will be honored without advanced notice from the vendor and notice of acceptance by the District. For all other items and services, any price changes or changes in the terms and conditions of the original purchase order must be authorized by the originator of the purchasing request. Vendors should note the date, time, and name of the person authorizing any such change. Such authorization should be obtained in writing by a change order from the school district representative. Without such authorization, the vendor should not fill the order request as the District will consider the price increases as unauthorized charges.

Substitutions

No substitution of goods and services will be accepted unless authorized by the District in writing prior to delivery or

service performance. Failure to provide the goods and services as specified on the purchase order may result in the vendor's disqualification from future orders.

Sole Source

Items which are considered to be sole source items include items for which competition is precluded because of the existence of a patent, copyright, secret process or monopoly, a film, a manuscript, or book. The vendor must sign an affidavit stating that he is the sole source of the item and the only source of distribution for the item.

Delivery

All orders placed by the District include delivery F.O.B. Destination unless otherwise noted on the purchase order. No shipping or delivery charges will apply unless accepted by the District prior to the delivery.

All deliveries to a campus or district facility, other than the Distribution Warehouse, will require inside delivery. Additionally, deliveries must be scheduled during normal school hours, Monday through Friday. Campuses have no delivery docks or equipment for unloading.

Vendor Gifts

School district officials and employees cannot accept anything of value from a vendor, such as personal gifts or gratuities, which may be construed to have been given to influence the purchasing process. It is permissible to offer small incidental advertising items with a value of less than \$5 retail. These items must be clearly identified as marketing

items with the company's name or logo clearly displayed. These items include, but are not restricted to, coffee mugs, calendars, notepads, pens, and pencils.

Any violations will be reported to the Purchasing Department and may be a basis for vendor disqualification.

Invoices/Payment

Katy ISD will process all payments as per the terms specified in Texas Government Code. Standard terms for Katy ISD are payment within 45 days after receipt of goods or services. All invoices should be submitted in duplicate to the Katy ISD Accounts Payable Department as listed on the purchase order. All invoices should reference the applicable purchase order. Failure to do so may result in payment delay.

Purchasing Department Code of Ethics

- Endeavor to obtain the greatest value for every District dollar expended but conducting business in a manner consistent with exemplary business practices and legal statutes.
- Give prompt and courteous reception to all District staff and legitimate business representatives.
- Provide support to the District's schools and departments charged with the responsibility of creating an educational environment of excellence.
- Insure that all responsible bidders receive equal consideration and the assurance of unbiased judgment in determining whether their products meet the educational and/or operational needs of the District.
- Always consider the interests of the District and the enhancement of its educational programs first.
- Strive for a thorough knowledge and understanding of the District's equipment and supplies in order to assist in the Best Value evaluation for the products and services purchased.
- Work to identify and implement strategies and techniques that will preserve the integrity of the department while enhancing the level of service provided by the department.
- Never accept gifts or favors which might influence, or be construed to influence, the purchase of goods and services.

Criminal History Records and Fingerprinting for Service and Independent Contractors/Subcontractors – Instructions for Creating a DPS Account

In compliance with *Texas Education Code, §22.0834*, Katy ISD must require that all Katy ISD service and independent contractors/subcontractors obtain a state and national criminal history background search on themselves and their employees who have or will have duties and will have direct contact with students. This must be done through the Texas Department of Public Safety (DPS) criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas—FACT). Service and independent contractors will need to first establish an account with the DPS for FACT clearinghouse access and must sign a user agreement with DPS. To obtain the user agreement and more information, contractors/subcontractors must contact the DPS via email or phone for the fastest response as follows:

Access and Dissemination Bureau
Texas Department of Public Safety
Email: FACT@txdps.state.tx.us or Phone (512) 424-2365

State in the message:

"I am a school district contractor/subcontractor and have a letter from the school district stating that I will be performing a contracted service and need to have a background search through FACT. I need to have an account established for DPS FACT clearinghouse access."

Also include in the message:

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

The DPS will send the contractor/subcontractor the FACT User Agreement. After the contractor/subcontractor signs and returns the DPS User Agreement for FACT, the DPS will provide the contractor/subcontractor with a revised FAST Fingerprint Pass that will be needed when scheduling FAST fingerprinting.

DPS/FACT information is confidential and access by the contractor's/subcontractor's employees 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, monitor security, and access for data retrieval.

If you have any questions or concerns, please contact the Katy ISD Purchasing Department at 281-396-6260.

Definitions from *Texas Education Code, Chapter 22*

Covered Independent Contractors: All employees of an independent contractor who have or will have duties related to the service to be performed at the school district and who have or will have direct contact with students are considered covered independent contractors. The school district will be the final arbiter of what constitutes direct contact.

Disqualifying Convictions: A person may not provide contracted services at the district if the person has been convicted of one of the following offenses (if at the time of the offense, the victim was under 18 or enrolled in a public school): (a) a felony offense under Title 5, *Texas Penal Code*; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, *Code of Criminal Procedure*; or (c) an equivalent offense under federal law or the laws of another state.

Katy Independent School District
Criminal History Certification by Independent Contractor/Subcontractor

Katy Independent School District has provided me with the information necessary to ensure compliance with *Texas Education Code, §22.0834* which requires criminal history records and fingerprinting for all *covered independent contractors* working with Katy ISD. As an independent contractor or subcontractor, I understand that I must determine if an employee (including myself) is (or is not) a covered independent contractor. A **covered independent contractor** is one that has duties related to the contracted services and has direct contact with students. If it is determined that a person will not have duties or direct contact with students, the individual is not a covered independent contractor.

My signature below certifies that I have received all of the criminal history records (including fingerprinting) required by *Texas Education Code, §22.0834* for myself and my employees that are considered **covered independent contractors** through the Texas Department of Public Safety (DPS)—Fingerprint-based Applicant Clearinghouse of Facts—FACT. I authorize the District to verify that I am in the Clearinghouse and am in compliance with legal standards.

Criminal history records have been reviewed to determine if any employee or subcontractor would be disqualified from working at a school district based on the following minimum standard set forth by the *Texas Education Code, §22.085*:

Disqualifying Convictions: An independent contractor is disqualified from working at a school district if he/she has one of the following offenses (if at the time of the offense, the victim was under 18 or enrolled in a public school):

- (a) a felony offense under Title 5, *Texas Penal Code*;
- (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, *Code of Criminal Procedure*, or
- (c) an equivalent offense under federal law or the laws of another state.

In addition, I certify that individuals with disqualifying convictions will not work at Katy ISD and that I will take reasonable steps to ensure that the status of a person who is determined to *not* be a covered independent contractor continue to exist throughout the time that the contracted services are provided to Katy ISD. If a non-covered independent contractor's status changes, I understand that it will be necessary to obtain a criminal history record and fingerprinting prior to the individual conducting services for the District. I will provide a list of all current and future individuals performing services in Katy ISD.

| | |
|--------------|-----------|
| Printed Name | Signature |
| Company Name | Date |

STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed. GIVEN under my hand and seal of office on this the _____ day of _____, 20____.

(Affix Notary Seal)

Notary Public, State of Texas

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:

Name of Company Official:

Signature of authorized agent:

Date: _____

Katy Independent School District
Procedures for Contracts with Independent Contractors

Contracting with Independent Contractors

Independent contractors are sometimes necessary to be used by District campuses or departments in order for certain services or programs to be provided. Independent contractors are non-District personnel performing services or programs, on District property or on behalf of the District, as agreed to by the school/department and the contractor. These services include but are not limited to: motivational speakers, instructional consultants, inflatable device providers, mural painters, painters, carpenters, fabricators, clinicians, and judges.

Depending on the total value of the services to be performed and the aggregate expenses district-wide, such contracts may be subject to competitive procurement processes. The Purchasing Department should be contacted prior to any agreement/contract being signed to ensure that the competitive procurement process is not circumvented.

Once it is determined that a contract with an independent contractor is appropriate, the following procedures should be implemented:

School or Department:

The school or department has the following responsibilities:

1. Submit the completed Independent Contractor/Consultant Status Questionnaire form to the Purchasing Department.
2. Determine if the independent contractor is a District vendor. If the contractor is not a current vendor, the contractor must contact the District's Purchasing Department to register as a District vendor and must submit a W-9 form.
3. Contact the Purchasing Department to determine if:
 - a. The independent contractor for this contract qualifies as a covered independent contractor for which the criminal history record information must be obtained or is already on file.
 - b. The total value of the services to be performed (individually or district wide) are subject to the competitive procurement process. If not, proceed with these procedures.
 - c. The independent contractor must provide a Certificate of Insurance (if so, verify under which policy type) or a *Bodily Injury and Property Damage Waiver*.
4. Complete the District's *Contract for Independent Contractors* or the contract form submitted by the proposed contractor obtaining the contractor's signature prior to the principal's/departmental supervisor's signature.
Note: If using contract provided by the contractor, include a copy of the District's Contract and Lease Addendum for Independent Contractors. Obtain the signature of the principal/departmental supervisor on this form on behalf of the District after the contractor returns a signed copy.
5. Obtain the *Criminal History Certification by Independent Contractor/ Subcontractor*, if required.
6. Request a Certificate of Insurance for the applicable liability and personal injury insurance required by the District or have the independent contractor/subcontractor complete the *Bodily Injury and Property Damage Waiver*. This waiver may be sent directly to the Purchasing Department.
7. A purchase order may not be issued until all necessary documentation (contract, addendum, criminal history certification, insurance, etc.) is received. Enter a purchase order for the full amount of the contract including the estimate for any travel or material expenses to be paid to the consultant. Scan all applicable documents as attachments and submit to the Purchasing Department.

Contractor

The independent contractor has the following responsibilities:

1. Complete the Independent Contractor/Consultant Status Questionnaire and submit it to the campus/department
2. Register as a District vendor and submit a W-9 form – only necessary for the first time services are performed for the District.
3. Prior to a purchase order being issued by the campus/department, submit the following items:
 - a. Signed contract form as required by the District or submit his/her own contract form with a signed District's *Contract and Lease Addendum for Independent Contractors*.
 - b. The *Criminal History Certification by Independent Contractor/ Subcontractor* after completing the background check on him/herself and other independent covered contractors, if required.
 - c. A Certificate of Insurance listing Katy ISD as additional insured with waiver of subrogation in favor of the District, if required, or a *Bodily Injury and Property Damage Waiver*.
4. After completion of contracted services, submit an invoice for the services provided to the District specifying the District's purchase order number on all invoices or billing.

Katy Independent School District
Independent Contractor/Consultant Status Questionnaire

This form is to be filled out by the Independent contractor/consultant providing service:

| |
|---|
| Part I: Individual/Company Information |
| Individual/Company Name (Printed) |
| Description of Services (Be Specific) |
| Total Estimated Value of Services to be Provided: |

| |
|---------------------------|
| Part II: Questions |
|---------------------------|

- | | | |
|--------------------------|--------------------------|--|
| Yes | No | |
| <input type="checkbox"/> | <input type="checkbox"/> | 1. Have you performed substantially the same services for Katy ISD as an employee in the past 12 months? |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. Is it currently expected that Katy ISD will hire you as an employee immediately following completion of your services? |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Does Katy ISD give specific instruction as to when (set hours), where, and how to work? |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. Is it expected that the District will provide you with specific training on how to accomplish the project for which you are being retained? This excludes instructions given to you regarding the type of project needed by the District. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. Are your services available for hire to other public or private individuals or entities? |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Do you have the discretion to hire and fire your own assistants should you determine assistants are necessary, in the course of providing your services? |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Will you provide services to the District using primarily your own equipment, materials, tools and supplies? |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Are you responsible for paying any business expenses associated with providing your services to the District? |

Please contact the Purchasing Department with any questions at 281-396-6260.

| | |
|---|-------------------------|
| Part III: Signature | |
| Printed Name of Person/Representative Providing Service | Social Security/Tax ID# |
| Signature of Person/Representative Providing Service | Date |
| Printed Name of Budget Manager | |
| Signature of Budget Manager | Date |

| | |
|--|---------------------------------|
| For District Use Only | |
| Status | |
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| Reason for Denial, if applicable: | |
| Printed Name of District Administrator | |
| Signature of District Administrator | Date |

Katy Independent School District
Contract for Independent Contractors

Note: The District must have a W-9 form for the independent contractor on file prior to any payments being issued.

| Contractor Information | | |
|--|--------------|------------------------|
| Name of Company or Corporation | Phone Number | Social Security Number |
| OR If Sole Proprietor (Last Name) | (First Name) | (MI) |
| Street Address | City/State | Zip Code |
| Mailing Address, if different from above | City/State | Zip Code |

| Services to be Performed for the District | | |
|--|--|-----------------|
| Description of Services: | | |
| Beginning Date | Ending Date | Number of Days |
| Beginning Time <input type="checkbox"/> AM <input type="checkbox"/> PM | Ending Time <input type="checkbox"/> AM <input type="checkbox"/> PM | Number of Hours |
| Rate for Service <input type="checkbox"/> per hour <input type="checkbox"/> per day | | |

| Estimate of Financial Remuneration (Code May NOT Be 61XX) | | |
|---|--------------------|----------|
| Consultant Fee: | Budget Code: _____ | \$ _____ |
| Travel Expenditures: | Budget Code: _____ | \$ _____ |
| Materials, Supplies: | Budget Code: _____ | \$ _____ |
| Other*: | Budget Code: _____ | \$ _____ |
| *Description of Other Expenses: | | |

- 1) District official completes form and gives it to the contractor.
- 2) Contractor completes remaining information and signs contract, returning it to the specific school/department at the following address: KISD, P. O. Box 159, Katy, TX 77492-0159
- 3) Campus/Departmental administrator reviews and signs the contract authorizing a purchase order for the services.
- 4) When services have been performed, contractor invoices the campus/department
- 5) District official attaches original signed contract and forwards the invoice to the Business Office along with the appropriate paperwork to issue a check to the contractor

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties regarding the subject matter contained within. This agreement is subject to arbitration under the Texas General Arbitration Act. Please read all information and note any errors or discrepancies. The contractor acknowledges receipt of the Fingerprinting for Katy ISD: Independent Contractors information and affidavit form and agrees to comply by the requirements stated therein. The Katy ISD Standard Terms and Conditions as listed at www.katysisd.org/purchasing will apply to any agreement unless specifically noted. All agreements are considered unauthorized unless acknowledged and accepted by the District by the issuance of a purchase order referencing this agreement.

| Contractor | School/Department Official |
|------------|----------------------------|
| Signature: | Administrator's Signature: |
| Date: | Position: |
| | Date: |

Original: Business Office (signed copy) with reference to purchase order number
 School/Department Official
 Contractor (return after principal/departmental supervisor signs)

CI (R)(E) - C - Revised: DRAFT - NEW - 12-01-2009