

TEAGUE INDEPENDENT SCHOOL DISTRICT
420 North 10th Avenue, Teague, Texas 75860
Phone (254) 739-1300

Date: May 16, 2020

REQUEST FOR PROPOSALS, #003, SPECIAL EDUCATION CONTRACTED SERVICES

The Teague Independent School District (“District”) invites qualified companies to submit Proposals for Special Education Contracted Services. This Request for Proposal can be reviewed and downloaded from the following website:

<http://www.teagueisd.org>

If you are an interested company, the District invites your firm to submit a Proposal Response to:

Teague Independent School District
Attention: Assistant Superintendent of Finance
420 North 10th Ave.
Teague, TX 75860

Proposal responses will be received in the accounting office until **10:00 A.M. CST, June 18, 2020**. Proposals will be accepted either by mail or hand delivery only. Ensure that envelopes are sealed and marked on the outside with the Vendor’s name and proposal number.

All interested vendors are encouraged to read thoroughly the RFP to ensure that all required documentation is included in their Proposal response. Failure to provide all required documentation may be grounds for rejection of the responses.

THIS IS A NEGOTIATED PROCUREMENT, and as such, the Teague Independent School District reserves the right to negotiate any terms, conditions, or pricing with a Proposer prior to an award.

Teague Independent School District reserves the right to reject any and/or all proposals, to award contracts for services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

Sincerely,

Emily Evans

Emily Evans
Assistant Superintendent of Finance, Teague ISD

**TEAGUE INDEPENDENT SCHOOL DISTRICT
SPECIAL EDUCATION CONTRACTED SERVICES
RFP #001-2021**

**REQUEST FOR PROPOSAL
(RFP)**

TITLE: Special Education Contracted Services, #003

DEADLINE TIME/DATE: June 18, 2020 at 10:00 A.M. CST

This Solicitation includes the following sections:

- SECTION I: Scope of Services
- SECTION II: General Instructions and Conditions
- SECTION III: Special Instructions and Specifications
- SECTION IV: Certifications/Representations
- SECTION V: Proposal Response Form

Contact: Emily Evans
Phone: (254)739-1310

Teague Independent School District or its designee reserve the right to reject any and/or all proposals, to make awards as they may be of the best value or advantageous to the District, and to waive all formalities and irregularities.

Please plainly write "Special Education Contracted Services, #003" on the outside of the mailing envelope.

Vendor's Acceptance Form

Date Bid Completed: _____

Please Print Name of Company/Vendor: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Prepared By: _____ Title: _____

Signature: _____

Telephone Number: _____ Fax Number: _____

Web Site: _____ Email Address: _____

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SECTION I – SCOPE OF SERVICES

1. **DISTRICT OVERVIEW**

Teague ISD services approximately 1,200 pre-kindergarten through twelfth-grade students located in Freestone County, Texas. The district's 4 campuses include one traditional high school, one alternative high school campus, one junior high campus, and one elementary campus.

2. **SCOPE**

The purpose of this solicitation is to identify a list of potential Vendors that the District deems to be qualified to provide services to the District and who will be eligible and authorized to engage with the District under a non-exclusive contract on an as-needed basis. The awarded vendor(s) to this Solicitation will be used at the District's sole discretion.

3. **SERVICES RENDERED**

Teague ISD is seeking to engage with qualified persons and/or companies to provide services in the area of Special Education. The specific jobs titles sought by TISD are as follows:

- Assessment Specialist/Diagnostician
- Bilingual Assessment Specialist/Diagnostician
- Assessment Specialist/Diagnostician in PPCD Assessment
- Licensed Specialist in School Psychology
- Bilingual Licensed Specialist in School Psychology
- Licensed Professional Counselor
- Board Certified Behavior Analyst
- Occupational Therapist
- Physical Therapist
- Speech Therapist

Personnel must be able to meet the requested schedule availability and perform any and all tasks requested by the Director of Special Education as related to their job function. Failure to meet these requests may result in non-award and/or non-renewal.

SECTION II – GENERAL INSTRUCTIONS AND CONDITIONS

V. **DESCRIPTION**

Teague Independent School District is accepting proposal responses for a multiple award contract for various special education contracted services, in accordance with the instructions, terms, conditions, and requirements/specifications contained in this Solicitation.

2. **SUBMISSION OF PROPOSALS**

Proposals can be submitted either in person or by mail prior to the deadline stated here within. No facsimile proposals or emails will be accepted.

2.1 Mailed proposals shall be sealed and returned in an envelope **marked on the outside with the vendor's name and proposal number.**

2.2 Proposals must be returned to the following address in sufficient time so as to be received and time stamped on or before the time and date shown on this Solicitation and can be either hand delivered or mailed.

**Teague Independent School District
Attention: Assistant Superintendent of Finance
420 North 10th Ave.
Teague, TX 75860**

2.3 Proposals shall represent a true and correct statement and shall contain no cause for claim of omission or error.

2.4 Before submitting a proposal, all proposers shall examine the complete contract documents, including Scope of Services, General Instructions, Special Instructions and the Proposal Response Form, all of which are part of the proposal documents.

2.5 Proposal will not be considered received unless the proposal is received in the accounting office at the address listed above prior to the deadline listed within this proposal.

2.6 Any interpretations, corrections or changes to this proposal will be made in the form of an addendum. The Director of Finance will issue any addenda to all who are known to have received a copy of the proposal. Proposer shall acknowledge receipt of all addenda on the sealed envelope containing the proposal. **IN ORDER TO RECEIVE ADDENDA, ALL**

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INTERESTED VENDOR'S ARE REQUIRED TO SUBMIT CONTACT INFORMATION INCLUDING E-MAIL ADDRESS AND PHONE NUMBER TO THE ACCOUNTING DEPARTMENT AT 254-739-1310 OR E-MAIL eevans@teagueisd.org.

2.7 Any questions concerning this proposal should be submitted via e-mail to the Assistant Superintendent of Finance no later than seven (7) days prior to the due date at eevans@teagueisd.org. This is to allow Teague ISD sufficient time to respond to inquiries and provide information to all interested vendors by addenda.

3. **PROPOSAL RESPONSE**

3.1 The District will be accepting proposals until June 18, 2020 at 10:00 A.M.

3.2 Submitted proposals must contain;

3.2.1 The completed proposal in its entirety;

3.2.2 Certifications/Representations Documents;

3.2.3 Any additional documents required by this Solicitation;

3.3 The District reserves the right to reject any proposal that the District considers inappropriate. The District shall be the sole judge of acceptable proposals.

V. GENERAL TERMS, CONDITIONS AND REQUIREMENTS FOR SOLICITATIONS

This solicitation shall be governed by the following documents; unless an exception is otherwise taken within this Solicitation. Documents are incorporated by reference only, and are not attached as part of this Solicitation.

4.1 Texas Education Code 44.031.

4.2 Purchasing and Acquisition, TISD Policy CH (Legal.)

4.3 Purchasing and Acquisition, TISD Policy CH (Local.)

5. **TERM OF CONTRACT**

5.1 Contracts created by this Solicitation shall be in effect from the date of award or July 1, 2020 whichever is later, through June 30, 2021.

5.2 TISD reserves the right to automatically extend the contract at the District's sole option for three (3) automatic renewals one (1) year at a time.

5.3 The District reserves the right to re-evaluate the contract during the contract period and cancel the contract with a thirty (30) day written notice.

5.4 At any time during the contract, a supplemental proposal may be solicited to add additional vendors to this proposal.

5.5 TISD, may at its sole option, extend this bid for an additional sixty (60) days from the date of expiration, under the same pricing and terms and conditions if it is determined by the District that additional time is required to avoid a contract lapse.

6. **EVALUATION, NEGOTIATIONS, AND AWARD**

6.1 Each proposal will be evaluated based on the requirements set forth in Section III, Special Instructions and Specifications.

6.2 Vendors are encouraged to submit proposals as soon as possible.

6.3 The District reserves the right to reject any and or all proposals which comply with these specifications, or to accept a higher proposal which complies, provided that, in the judgment of the District, the service offered under the higher proposal has additional value or function which justifies the difference in price.

6.4 All deviations from the specifications must be noted in writing by the Proposer at the time the proposal is submitted. The absence of a written list of specification deviations will hold the Proposer strictly accountable to the District's specifications as written.

6.5 Value added services included in the proposal will be considered for award of contract. All value added services must be declared in detail by the Proposer, in writing, at the time of submittal of the formal proposal.

6.6 THIS IS A NEGOTIATED PROCUREMENT, and as such, the District reserves the right to negotiate any terms, conditions, or pricing with a Vendor prior to an award.

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Criteria	Description and Scoring Points System	Maximum Points Attainable
Vendor's Qualifications and Experience	<p>May include but is not limited to:</p> <ul style="list-style-type: none"> ● Qualifications and experience of proposing Vendor ● Qualifications and experience of each individual who may be assigned to work with the District ● Vendor's experience with servicing public school districts (or other public sector); ● Number of years in business; ● Number of years offering the proposed services; ● Ability to provide qualified staff , as needed; ● Vendor's affirmation to verifying qualifications of staff/agents ● Vendor's affirmation to comply with required criminal background checks 	40
Ability to Meet District's Needs	<p>May include but is not limited to:</p> <ul style="list-style-type: none"> ● Vendor's acceptance to District's standard terms and conditions and special terms and conditions; ● Impact on District based on any Vendor's stated exceptions or deviations from the District's standard/special terms and conditions and requirements; ● Vendor's ability to comply with minimum requirements and monthly invoicing requirements; ● Vendor's acceptance to firm fixed price over a minimum of 12 months and not to exceed a 3% increase year-over-year thereafter; and Vendor's acceptance to pass down price decreases when possible. ● Additional services offered by the Vendor and referenced in the proposal; ● Value added services included in Vendor's proposal; ● Vendor's ability to meet minimum insurance requirements 	10
Purchase Price	<p>Each Vendor's overall pricing proposal will be scored based on pricing structure and anticipated costs over the term of the contract and may include but is not limited to:</p> <ul style="list-style-type: none"> ● Labor rates proposed (i.e. Daily / Hourly rates) are competitive and in-line with industry standards ● Any additional fees that may be incurred by the District, as applicable. ● Overall value of vendor's rates in consideration of any value added services that may be included in Vendor's proposal 	25
Past performance with the District.	<p>Indicate past engagements with Teague ISD:</p> <ul style="list-style-type: none"> ● Vendors without prior experience with Teague ISD will automatically receive 5 points; ● Vendors with prior experience with Teague ISD may earn up to 10 points, depending on the District's experience with the Vendor. 	10
Vendor Reputation	<p>May include but is not limited to:</p> <ul style="list-style-type: none"> ● Quality of vendor's references (i.e. similar size and scope) and extent of work performed for each reference; ● Vendor provided a minimum of three (3) client references 	10
Vendor Office Location (State)	Vendor will be awarded points for their operating office being located in the State of Texas	5
	Maximum Score Attainable	100

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7. **TYPE OF CONTRACT**

Pricing shall remain firm during the first year of the contract. Any increase of rates must be submitted to the District prior to the renewal period and shall be agreed by both parties.

V. FELONY CONVICTION CERTIFICATION AND NON-COLLUSION STATEMENT

Vendor is required to submit a completed copy of the Felony Conviction Certification and Non-Collusion Statement. Copies of the forms are included with these specifications and **must be completed and returned with the proposal.**

V. REFERENCES

Three (3) references **must** be submitted with this proposal.

10. **CERTIFICATION OF CRIMINAL BACKGROUND CHECK**

The State of Texas Legislative Senate Bill No. 9, Section 22.0834, Certification of Criminal Background Check. Proposer may be required to obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present.

11. **CERTIFICATE OF RESIDENCY**

Texas Government Code under Chapter 2252, makes it necessary for TISD to determine residency of Vendor(s). Proposers must complete the Certificate of Residency Information.

12. **CONFLICT OF INTEREST**

12.1 Disclosure of Certain Relationships with Local Government Officials. **(This form must be submitted with this bid even if not applicable.)**

12.1.1 Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Teague ISD must file a Conflict of Interest Questionnaire with the Teague ISD Accounting Office in accordance with Texas Local Government Code Chapter 176, no later than the 7th business day after the recipient becomes aware of a fact that requires filing. **(Field 1 on form should be business name submitting proposal.)**

12.2 This requirement applies to a person who is an agent of a vendor in the vendor's business with the District.

12.3 All vendors must disclose the name of any Teague ISD employee who owns, directly or indirectly, an interest in the Proposers firm or any of its branches. **(Field 3 on form will be the employee's name. If not applicable, state "N/A" in blank. If applicable, boxes A, B, C & D must be completed along with a signature in Field 4.)**

13. **CERTIFICATE OF INTERESTED PARTIES DISCLOSURE:**

For contracts entered into on or after January 1, 2016, Texas Government Code Chapter §2252.908 (HB 1295) requires a written disclosure of interested parties by business entities that enter into certain contracts with governmental entities. The Texas Ethics Commission has adopted a Certificate of Interested Parties form (Form 1295) and adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Information from the Commission regarding the requirements, including rules and filing information are available on the Commission's website at the following links. Teague ISD only requires Form 1295 to be completed by awarded vendors.

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

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

14. **W-9 IDENTIFICATION NUMBER CERTIFICATE**

Proposer shall submit with their Proposal Response a copy of their W-9 Identification Number Certificate to expedite the payment process if awarded a contract.

15. **TAXATION**

TISD is exempt under the Sales Tax and Use Tax Laws, and the Vendor(s) shall not include taxes.

16. **PURCHASE ORDERS**

Purchase Orders are signed by the Superintendent and will be issued prior to all purchases. **The District will not be responsible for any service provided prior to the issuance of a purchase order.**

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17. INVOICING AND PAYMENT

- 17.1 Invoices should be prepared monthly (for only one month at a time) and should include dates and times of services.
- 17.2 Invoices shall be sent to:

**Teague Independent School District
Attn: Accounts Payable
420 North 10th Ave.
Teague, TX 75860
Phone # 254-739-1300**

- 17.3 Payment terms will be Net 30 days unless otherwise authorized by the District.

18. SIGNATURES ON PROPOSALS

Proposals, to be valid, must be manually signed in ink by authorized person in the space provided. By such signature, Proposer agrees to strictly abide by the terms, conditions, and specifications embodied in this proposal.

SECTION III- SPECIAL INSTRUCTIONS AND SPECIFICATIONS

The following information is to provide the Vendor(s) with the needed information on how to complete and submit their proposal response.

1. RULES OF PREPARATION

- 1.1 Pricing proposed in the proposal shall remain fixed and binding on the Proposer for the life of the initial contract.
- 1.2 TISD expects Proposers will comply with the stated requirements of the proposal in developing their response.
- 1.3 Any exception to the terms and conditions of this proposal must be included in writing on the Proposer Response Form.

2. PRICING

- 2.1 Pricing shall remain firm for the life of the initial term of the contract, except for price decreases, which may be offered to the District at any time over the term of the contract. Price increases may only be considered at the renewal options, at which time such price increase requests shall be followed by proper justification.
- 2.3 TISD reserves the right to negotiate any price increase requests, but shall not be obligated to accept any price increases.
- 2.4 The District expects all vendors to provide the lowest and best price.

3. EVALUATION PROCESS

- 3.1 The District's Evaluation Team will review the proposals and may request additional information, if deemed appropriate.
- 3.2 The District reserves the right to accept or reject any, all or none of the exceptions/substitutions deemed to be in the best interest of the District.

4. AWARDS

- 4.1 This proposal will be awarded on the basis of "best value". Section 44.031(b) of the Texas Education Code requires school districts to consider the following criteria when awarding a proposal:
 - 4.1.1 the purchase price;
 - 4.1.2 the reputation of the vendor and of the vendor's goods and services;
 - 4.1.3 the quality of the vendor's goods and services;
 - 4.1.4 the extent to which the goods or services meet the districts needs;
 - 4.1.5 the vendor's past relationship with the district;
 - 4.1.6 the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
 - 4.1.7 the total long-term cost to the district to acquire the vendor's goods or services; and
 - 4.1.8 has its principal place of business in this state or employs at least 500 persons in this state
 - 4.1.9 any other relevant factor specifically listed in this solicitation.
- 4.2 Multiple Vendors may be awarded upon approval and each Proposer will receive a copy of the award.
- 4.3 Each applicant will be contacted in writing of their approval. No contact with departments shall take place until receipt of approval.

5. NO GUARANTEE OF SERVICES

- 5.1 All expenditures are estimates only based on previous purchases and future expectations. TISD is not required to purchase any minimum or maximum service.
- 5.2 Should the District not have sufficient funds appropriated for the purchase of the services mentioned in this proposal, after timely notification to the vendor, the District is fully and expressly released from all obligations under this agreement and

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any incidental agreements hereto.

14. **INSURANCE**

The Proposer awarded a contract will be required to provide proof of insurance. Insurance coverage must remain in effect for the duration of the awarded contract, and Teague ISD shall be named as an additional insured on the insurance certificate. Workers compensation must be provided and any other necessary insurance pertaining to services provided to the District that stipulate the need for insurance.

Supplier shall maintain, at its sole cost and expense, professional and malpractice liability insurance (“Malpractice Insurance”) from a commercial carrier covering supplier employees against claims arising out of his/her performance of services hereunder in the minimum of One Million Dollars (\$1,000,000) per occurrence and in the aggregate of One Million Dollars (\$1,000,000) per year.

Certificates shall be sent to the Teague ISD Accounting Department at each change or renewal, during the term of this contract.

Failure to provide proof of required insurance could result in the disqualification of the proposal.

PROOF OF INSURANCE COVERAGE MUST BE SUBMITTED WITH PROPOSAL

<i>Workers Compensation</i>	<i>Statutory Limits</i>
Employers Liability	\$500,000 @ accident \$500,000 policy limit \$500,000 @ employee
<i>General Liability</i>	
Bodily Injury & Property Damage	\$500,000 combined single limits/\$1,000,000 aggregate
<i>Automotive Liability</i>	
Bodily Injury	\$250,000 @ person/\$500,000 @ accident
Property Damage	\$250,000

15. **GENERAL SPECIFICATIONS**

To establish credibility, any company, hereafter called supplier, wishing to bid must have documented proof of existence as a tenable supplier of such service for a minimum of two (2) years. Furthermore, they must understand and agree to the promise that services provided in the school **must be related to participation in special education instruction** as opposed to being only medically justifiable.

Supplier will provide therapy services through employees who are all licensed and/or legally qualified to perform the services required.

All personnel supplied by supplier shall have on file and shall provide to the Teague Independent School District upon request the appropriate personnel information (license, health evaluation, Form I-9, performance evaluation, in service training, background check).

Supplier must verify its ability to bill third party providers. **Verification shall include, but not be restricted to,** a copy of the supplier’s Medicaid provider number with current eligibility and or a copy of the therapist license number **to be submitted with the proposal.** This specification is in keeping with Public Law 94-142 and Public Law 99-457, which requires MCD’s to provide medical treatments under Section 1903 © of the Social Security Act.

Supplier understands that **all** referrals and requests for services must come to Supplier through the Director of Special Education or designee. Authorization for commencement of services will also come from said Director or designee. Further, the supplier will maintain weekly contact with the Director or designee for the purpose of accurate communication with respect to current status of referrals and services.

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Supplier will provide services in the form of the following:

- With required school authorization and documentation in hand, obtain doctor's orders when required prior to evaluation. If doctor's orders have not been secured within two weeks of referral to supplier, supplier will notify Director of Special Education or designee who will assist in acquiring the orders.
- Beginning of school year evaluations for continuing student therapy and pre-service evaluations for initial students who meet the specifications required by federal and state laws and regulations for eligible or potentially eligible students,
- Notification of third party approval and authorization for therapy to designated school personnel. If approval is not secured within one week of request to their party, supplier will notify Director of Special Education or designee. Director will provide school authorization to begin services in accordance with state and federal procedures,
- Completion of written annual goals, short-term objectives and recommendations/strategies commensurate with federal and state laws and regulations for eligible or potentially eligible students using district forms for documentation prior to services,
- Direct services according to mutually agree upon schedule and documented Service/Contract Logs. Only services documented on these sheets will be considered valid for payment purposes,
- Direct service **only to students with appropriately documented IEP's**, either separately or in classroom consultation with student's teachers as written into the IEP,
- Written nine-week progress updates of IEP-established goal/objective forms sent to Director of Special Education or designee,
- With advanced notice, attendance and/or written input into any called IEP meetings concerning student receiving services,

Supervisory visits will be the responsibility of the contracting agency. They will abide by all state laws. The LEA will pay for only one (1) session for Supervisory visits if Executive Director and assistant are both present. Supervisory visits are defined as on-site inspection of COTA or PTA or SLPA implementation of plan of care, periodic evaluation of performance and off-site review of plan of care and proper follow-through.

The contracting agency is responsible for maintaining accurate information on the current student status. Any changes will be reported to the designated school personnel within one week notification to supplier of the changed status. Changes not reported within one week of provider's knowledge of the change will result in forfeiture of school payment for any services provided after the change.

Services personnel shall participate in in-service training sessions conducted by the Teague Independent School District as deemed advisable for the implementation of services to eligible students.

Any contract entered into by Teague Independent School District and a supplier shall state that it shall continue and be binding upon parties from the date of the award through June 30, 2020 unless contract is extended upon agreement of both parties.

Any contract can be amended by written consent of both parties and amendments shall be attached to the contract and made a part thereof. Therapists must give a 30-day written notice to be released from the contract.

The proposal **must** contain specific cost per hour based on an eight hour day.

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SECTION IV- CERTIFICATION/REPRESENTATIONS

CERTIFICATION OF CRIMINAL BACKGROUND CHECK

The State of Texas Legislative Senate Bill No. 9, Section 22.0834, Certification of Criminal Background Check. Bidder / Proposer may be required to obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Bidder/Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present.

If the Criminal Background Check is required, the expense shall be incurred by the Contractor.

CERTIFICATION OF FELONY CONVICTION NOTIFICATION

Section 44.034 Subsection (a) of the Texas Education Code requires a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Subsection (c) this notice is not required of a publicly held corporation.

I, the undersigned agent 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 (check only one item).

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

Name of Felon(s): _____

Details of Conviction(s): _____

Submitter's Signature _____ Date: _____

STATEMENT OF NON-COLLUSION AND NON-DISCRIMINATION

"Non-Collusion Statement": "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion."

Company Name: _____ Submitter's Name: _____

Submitter's Title: _____ Submitter's Signature: _____

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REFERENCES

Please print or type three major account references and provide contact names and phone number:

Company: _____ Contact: _____ Phone: _____

Company: _____ Contact: _____ Phone: _____

Company: _____ Contact: _____ Phone: _____

RESIDENT CERTIFICATION

In accordance with Article 601g. as adopted by the 1985 Texas Legislature the following will apply. The pertinent portion of the Act has been extracted and is as follows: Article 601g. State of Political Subdivision Contracts for Construction, Supplies, Services, Bids by Non resident Section 1(a) in the Act:

(V) "Governmental agency of the state" means: (A) an incorporated city or town, a county, a public school district, a special purpose

district or authority, or a district, county, or justice of the peace court;

(2) "Nonresident bidder" means a vendor whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas residential bidder" means a vendor whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(B) The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchase of supplies, material, or equipment to a nonresident vendor unless the nonresident's proposal is lower than the lowest proposal submitted by the responsible Texas resident vendor by the same amount that a Texas resident vendor would be required to under proposal a nonresident vendor to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I Certify that as defined in Article 601g. that:

Company Name: _____ Is a resident vendor of the state of _____

Printed Name: _____ Signature: _____

SUSPENSION OR DEBARMENT CERTIFICATE

This certification is required by the regulations implementing Executive order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities.

By signing this certificate, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

Vendor Name: _____

Vendor Address: _____

Vendor Email Address: _____

Vendor Telephone: _____ Vendor Fax Number: _____

Authorized Company Official's Name (Printed): _____

Signature of Company Official: _____

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**EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

Teague ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (EDGAR). Part of the process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Teague ISD along with your agreement.

The following certifications and provisions are required and apply when Teague ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326, all contracts, including small purchases awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

The following provisions are required and apply when federal funds are expended by Teague ISD for any contract resulting from this procurement process.

(A) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be effected and the basis for settlement.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

(V) 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.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

(V) ©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 governmentwide 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.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by Teague ISD for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

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

Vendor agrees that the Records Retention Officer 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.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant of the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

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SECTION V- PROPOSAL RESPONSE FORM

CATEGORY	HOURLY RATE	DAILY RATE
Assessment Specialist/Diagnostician		
Bilingual Assessment Specialist/Diagnostician		
Assessment Specialist/Diagnostician in PPCD Assessment		
Licensed Specialist in School Psychology		
Bilingual Licensed Specialist in School Psychology		
Licensed Professional Counselor		
Board Certified Behavior Analyst		
Occupational Therapist		
Physical Therapist		
Speech Therapist		

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: : _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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FAILURE TO SUBMIT ANY OF THE REQUIRED INFORMATION MAY BE SUFFICIENT GROUNDS FOR REJECTION OF PROPOSAL.

VENDOR'S CHECKLIST

- ___ Vendors Acceptance Form (*Must Be Signed*)
- ___ Proposal Response Form (*Must Be Signed*)
- ___ Certificate of Felony Conviction (*Must Be Signed*)
- ___ Statement of Non-Collusion and Non-Discrimination (*Must Be Signed*)
- ___ References (*Must be included*)
- ___ Resident Certification (*Must Be Signed*)
- ___ Suspension Debarment Certificate (*Must Be Signed*)
- ___ Conflict of Interest Questionnaire (*Must Be Signed*)
- ___ Edgar Certification Forms (*Must Be Completed*)
- ___ W-9 (*Must Be Signed*)

(Please verify that all the requested documents listed above are present and completed prior to submittal of proposal)