

# REQUEST FOR PROPOSAL



FOR

## SPECIAL EDUCATION SERVICES

Solicitation # 25-004V

Issued By:

Schertz-Cibolo-Universal City Independent School District

**Initial Closing Date:**  
**2:00 PM**  
**December 3, 2024**

**Final Closing Date:**  
**2:00 PM**  
**December 30, 2029**

The SCUCISD is accepting sealed Proposals to provide **Special Education Services** on an “as needed basis” in accordance with the specifications, terms and conditions, contained in this Solicitation. The District intends to award multiple five-year vendor contracts with no minimum guaranteed quantities or dollar amounts.

Awards will be made to multiple vendors on an incremental basis during the solicitation offering period. Vendors are encouraged to submit responses as soon as possible. As proposal responses are received or on a periodic basis, they will be opened, evaluated, and either accepted or rejected by the district, based on the criteria outlined within the request for proposal. Awards will be made throughout the open period of this solicitation and will be made upon acceptance of a proposal response. Applicants will then be notified of the district’s decision and Board approval.

ADDENDA TO RFP. SCUCISD reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission, or other error(s) in the RFP in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Contractor, prior to submitting the Proposal, to contact the Purchasing Department to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. Register online at <https://scucisd.procurement.com> to receive any addenda and submit questions or comments concerning this solicitation.

For Further Information Contact:

SCUCISD Purchasing & Supply Department  
Attn: Terri Canal  
1056 Elbel Road, Schertz, TX 78154  
PH: 210/945-6223  
Email: [tcanal@scucisd.org](mailto:tcanal@scucisd.org)

## TABLE OF CONTENTS

|                                                                 |    |
|-----------------------------------------------------------------|----|
| SECTION 1 – INSTRUCTIONS.....                                   | 3  |
| SECTION 2 – SPECIFICATIONS.....                                 | 5  |
| SECTION 3 – EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS..... | 19 |
| SECTION 4 – GENERAL TERMS AND CONDITIONS .....                  | 20 |
| SECTION 5 – EXHIBIT A: SAMPLE SERVICE AGREEMENT .....           | 27 |

### **Call to Action**

Through high quality and student-centered learning experiences, students will leave SCUC confident, empowered, and prepared with the skills to pursue their individual passions.

### **Values**

Leadership, Character, Commitment, Service, Learning

## SECTION 1 - INSTRUCTIONS

1. **PROPOSAL SUBMISSION:** To be considered, the proposal must be prepared in the manner and detail specified in this proposal.
  - a. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.
  - b. **SUBMITTAL DEADLINE:** Bids/Proposals will be received electronically via our ProcureWare electronic marketplace at <https://scucisd.procureware.com> until **December 3, 2024, 2:00 PM**, local time. Additional proposals may be received and opened on an incremental basis until the last opening date on **December 30, 2029, 2:00 PM**.
  - c. **PRE-PROPOSAL MEETING / PROPOSAL GUARANTEE:** Not Applicable
  - d. Submissions that are sent via facsimile or e-mail will **not** be considered.
  - e. Proposal submissions received late, unsigned, or in locations other than as stated in this solicitation will be returned without consideration.
  - f. The Schertz-Cibolo-Universal City Independent School District will not be bound to accept the lowest or any Proposal and reserves the right to accept or reject in whole or in part, any and all Proposals, to negotiate portions thereof, and to waive any minor informality.
  - g. All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, provide samples and/or technical literature, or participate in any interview process as related to this solicitation, all costs shall be borne by the Vendor.
  - h. Any Proposals submitted in response to this Request for Proposal will become irrevocable upon the closing time and remain open for acceptance for ninety (90) days from the closing date whether or not another RFP has been accepted.
  - i. SCUCISD is part of a multi-member purchasing alliance. Please see General Terms and Conditions – Central Texas Purchasing Alliance (CTPA) Adoption Clause for additional information.
  - j. **SUBMISSION OF A PROPOSAL** shall be construed to mean that the Vendor agrees to carry out all the conditions set forth in this document. Any proposed variation from the specifications, terms and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions on the deviation summary section provided on the Exceptions form Attachment D. If no changes are indicated, the District shall expect to receive the service(s) exactly as specified.
  - k. **FORM OF CONTRACT:** A Vendor's signature on the response to this RFP and the district's acceptance of that Proposal should constitute an adequate set of terms and conditions for the performance of the required services. However, if a vendor expects the District to sign a separate service agreement, a copy of that document must be provided along with RFP response for evaluation.
  - l. The Solicitation Forms provided must be used. Failure to follow these instructions may cause a Proposal to be determined as non-responsive and the Proposal rejected. The above information must be clear and concise.
  - m. The District reserves the right to select any offer it deems the best value, regardless of price.
2. **RFP CLARIFICATION:** Questions regarding this RFP should be submitted via <https://scucisd.procureware.com>. Answers citing the question will be distributed simultaneously to all known prospective offerors through Procureware. Oral answers provided by SCUCISD or its agents shall not be binding. No modification or amendment to this Request for Proposal shall be valid unless it is set forth in writing -- via a signed addendum or amendment from the District Purchasing Office.

**DEADLINE FOR QUESTIONS:** Questions regarding this RFP must be submitted in writing via Procureware at <https://scucisd.procureware.com> on or before **December 28, 2029**.

3. **PROPOSER RESPONSIBILITY:** We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a contractor, from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions, and specifications of this RFP. Any exception must be clearly defined and referenced in the proper paragraph in this Solicitation. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for the award.
4. **COMPLETENESS:** The proposal shall be completed in all respects as indicated. A Proposal may be rejected if it is conditional or incomplete, or if it contains irregularities of any kind.
5. **FALSE/MISLEADING STATEMENTS:** A proposal that contains false or misleading statements, or which provides references that do not support an attribute or capability of the proposed system or service may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of the RFP, the Proposal shall be rejected.
6. **PROPOSAL SIGNATURE:** The Proposal must be signed by an individual who is authorized to bind the responding firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by the District. An unsigned Proposal shall be rejected.
7. **AWARD:** SCUCISD will award to the contractor(s) who presents the greatest value, in our view, to SCUCISD from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the District to be in the best interest of SCUCISD. Thus, the result will not be determined by price alone but by the applicable criteria as listed under **EVALUATION CRITERIA**.
8. **PRECEDENCE:** In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the RFP (as it may be supplemented).
  - 3) the provisions of the Contractors Response (as it may be clarified);
9. **CONTRACT PERIOD:** The District intends to award multiple contracts to begin upon notice of award through November 30, 2029.

10. **SCHEDULE OF EVENTS**

Following is a list of **projected dates/times** with respect to this RFP.

|                                  |                                         |
|----------------------------------|-----------------------------------------|
| <b>RFP Release Date</b>          | Monday, November 4, 2024                |
| <b>Initial Proposal Due Date</b> | December 3, 2024, 2:00 PM               |
| <b>Final Questions Accepted</b>  | December 28, 2029                       |
| <b>Final Proposal Due Date</b>   | December 30, 2029                       |
| <b>Tentative Board Approval</b>  | 1-2 Months after each Proposal Due Date |

## SECTION 2 – SPECIFICATIONS

**OVERVIEW:** Schertz-Cibolo-Universal City ISD (SCUCISD) seeks proposals from qualified individuals or firms interested in providing direct and indirect services to students that require therapeutic and educational services on an “as needed basis”. Services include, but are not limited to, the following:

- Speech Language Pathologist Services – English and/or Bilingual
- Speech Language Pathologist Assistant Services – English and/or Bilingual
- Physical Therapy Services
- Occupational Therapy Services
- Occupational Therapy Assistant Services
- LVN – Skilled Nursing Services (Licensed Vocational Nurse)
- RN - Skilled Nursing Services (Registered Nurse)
- Licensed Specialist in School Psychology (LSSP) Services
- Educational Diagnostician Services
- Licensed Professional Counselor (LPC)

Other Potential Services may include, but not limited to:

- Teacher of the Visually Impaired
- Teacher of the Deaf & Hard of Hearing
- Dyslexia Therapist
- Orientation and Mobility Specialist
- Audiology Services
- Low Vision Services

Additional positions may be added as required by the District. Proposers are encouraged to submit proposals that include any number of the services listed as the District intends to award multiple contracts for placement on the District's Approved Provider List to be utilized as needs are identified. The number of awards shall vary depending upon the overall evaluation results.

The District intends to award multiple contracts for placement on an Authorized Vendor List to be utilized as needs are identified. Awarded contracts shall include fixed rates for services offered. The purpose of this Proposal is to provide a list of vendors for our campus and department customers, with pre-established terms and conditions as well as fixed pricing.

Awards will be made to multiple vendors on an incremental basis during the solicitation offering period. Vendors are encouraged to submit responses as soon as possible. As proposal responses are received or on a periodic basis, they will be opened, evaluated, and either accepted or rejected by the district, based on the criteria outlined within the request for proposal. Awards will be made throughout the open period of this solicitation and will be made upon acceptance and Board approval of a proposal response. Applicants will then be notified of the district's decision.

### A. GENERAL INFORMATION

#### DISTRICT DEMOGRAPHICS

1. SCUCISD serves the cities of Schertz, Cibolo, Universal City and rural areas of northeast Bexar County as well as southwest Guadalupe County with its boundaries extending over a 73 square mile area.
2. SCUCISD provides instruction to approximately 15,875 students in a predominately rooftop community. The District currently has 17 campuses, which include three (3) high schools, one (1) alternative education center, two (2) junior high schools, three (3) intermediate schools, and eight (8) elementary schools.

**MINIMUM QUALIFICATIONS:** Proposers (specifically, the business or individual that will be contractually bound under the contract with the District) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:

1. The Proposer and its key personnel assigned to the district must have a minimum of five (5) years' experience providing services as listed in this RFP.
2. The Proposer and its key personnel must have worked with a minimum of three (3) comparable clients that are another K-12 school district.

**PREFERRED QUALIFICATIONS:** The Proposer may be evaluated higher if they meet the following qualifications:

1. The Proposer and its key personnel assigned to the District must have ten (10) years' experience providing services as listed in this RFP.
2. The Proposer and its key personnel must have worked with at least six (6) comparable clients that are other K-12 school districts.

**B. SCOPE OF SERVICES:**

1. Contractor shall ensure compliance with all applicable federal, state, local statutory requirements, State Board of Education and Texas Department of Health rules, as well as the District's local board policy.
2. Contractor shall ensure compliance with all District and campus routines and regulations.
3. Contractor shall ensure adherence to appropriate safety procedures and report potential health or safety hazards to campus administrator.
4. Contractor's assigned personnel shall be responsible for:
  - a. Providing therapy or nursing services as determined for each assigned student;
  - b. Attending ARD meetings;
  - c. Maintaining and submitting individual student reports to the District;
  - d. Completing or assisting with individual evaluations;
  - e. Assisting District staff with their assigned student's quarterly progress reports; and
  - f. SHARS billing for each assigned student.
    - The District will provide the awarded contractor with a SHARS login as well as training prior to starting any services.
5. Contracted staff are responsible for providing their own supplies, materials and electronic devices to include but not limited to, laptop/iPad, evaluation/testing materials, office supplies, etc. The District will not provide any of these items. Contractors will have access to the District's "guest" WIFI.
6. Once a student has been identified for Services, District staff will reach out to one or multiple approved providers. A provider will be selected on a case-by-case basis depending upon student specific needs and provider availability. The position(s) requested by the District will be on an as needed basis depending upon the needs of each individual student. All Special Education Services are to be provided in person only. Virtual or teletherapy services will not be considered.
7. Contractor assigned personnel may be expected to travel between campuses depending upon assignment(s). Drive time between each campus is approximately 5-20 minutes which may be included within the contractor's billable hours. The District will not provide employee mileage reimbursement.
8. Contractor and assigned personnel shall agree to keep information related to the business matters of the District in strict confidence. Assigned Contractor personnel may be required to sign FERPA (Family Educational Rights and Privacy Act) and HIPPA (Health Insurance Portability and Accountability Act) certifications depending on their job placement.

9. **Criminal History Background Checks:** For all Contractor personnel assigned to the District with direct student contact, the Contractor will be required to conduct a national level background check pursuant to Texas Education Code Chapter 22, Subchapter C. Contractor shall also be responsible for conducting drug screening, finger printing, reference checks, social security verification and/or other District employment requirements for each assigned staff member.
10. Contractor personnel assigned to the District shall be paid for actual hours worked based on the contract firm, fixed hourly or daily rates. If the hourly rate times hours worked exceeds the Contractor's daily rate, then the Contractor shall invoice based upon their fixed daily rate. The maximum hours per school day is eight (8) with a maximum of 40 hours per week.
11. **PRICE INCREASES:** Pricing for the initial contract year must remain firm with no increases. For each subsequent year, the Contractor may submit one (1) written request to increase rates along with supporting documentation for the District's review and consideration. Said written request must be submitted within a minimum of 60-days prior to start of new contract year. Supporting documentation must include evidence of rates based upon the most current edition of U.S. Bureau of Labor Statistics or Consumer Price Index (CPI).

## **SPECIFIC SERVICE CATEGORIES:**

### **A. SPEECH LANGUAGE PATHOLOGIST – English and/or Bilingual**

**Primary Purpose:** Contractor shall be responsible for planning as well as provide speech-language pathology services to students with speech, voice, or language disorders.

Contractor shall work with each assigned student to provide therapeutic intervention in order to eliminate or reduce problems or impairments that interfere with said students' ability to derive the full benefit from the educational program.

#### **Minimum Education/Certification Qualifications:**

1. Master's degree in speech-language pathology from an accredited college or university.
2. Valid Texas license as a speech-language pathologist granted by the State Board of Examiners for Speech-Language Pathology and Audiology (SBESLPA).

#### **Responsibilities and Duties:**

1. Plan and provide appropriate individual and group therapy to students consistent with speech and language goals contained within the student's individual education plan (IEP).
2. Evaluate student progress and determine readiness for termination of therapy services.
3. Conduct evaluations to assess students with speech or language disorders and conditions to determine eligibility for services.
4. Participate in the Admission, Review and Dismissal (ARD) committee to assist in interpretation of assessment data, appropriate placement and services, and development of IEP goals.
5. Collaborate with teachers, the student's case manager, and other providers (when appropriate) to plan and implement classroom activities to improve the communication skills of students.
6. Communicate effectively with staff, students, and parents regarding student progress on IEP goals, and complete quarterly IEP progress reports.
7. Create a therapy environment conducive to learning and appropriate for the maturity level and interests of the students.
8. Assist in recommending equipment and instructional materials for each assigned student.

9. Contractor shall be responsible to compile, maintain, and file all physical and computerized reports, records, and other required documents as well as provide copies to the District.
10. Contractor shall provide monthly logs of therapy to the District's Assistant Director of Special Education.

## **B. SPEECH LANGUAGE PATHOLOGIST ASSISTANT (SLP-A) – English and/or Bilingual**

**Primary Purpose:** Contractor shall be responsible for planning as well as providing speech-language services to students with speech, voice, or language disorders.

1. Contractor shall work with each assigned student to provide therapeutic intervention in order to eliminate or reduce problems or impairments that interfere with said students' ability to derive the full benefit from the educational program.

### **Minimum Education/Certification Qualifications:**

1. Bachelor's Degree from an accredited college or university.
2. Valid Texas license as a speech-language pathologist assistant (SLP-A) granted by the State Board of Examiners for Speech-Language Pathology and Audiology (SBESLPA)

### **Responsibilities and Duties:**

Contractor's SLP-A shall:

1. Plan and provide appropriate individual and group therapy to students consistent with speech and language goals contained within the student's individual education plan (IEP).
2. Collaborate with teachers, the student's case manager, and other providers (when appropriate) to plan and implement classroom activities to improve the communication skills of students.
3. Communicate effectively with staff, students, and parents regarding student progress on IEP goals, and complete quarterly IEP progress reports.
4. Create a therapy environment conducive to learning and appropriate for the maturity level and interests of the students.
5. Contractor shall be responsible to compile, maintain, and file all physical and computerized reports, records, and other required documents as well as provide copies to the District.
6. Contractor shall provide monthly logs of therapy to the District's Assistant Director of Special Education.

## **C. PHYSICAL THERAPIST**

**Primary Purpose:** Plan and provide direct therapy to students with physical disabilities. Provide therapeutic intervention to eliminate or reduce problems or impairments that interfere with students' ability to derive full benefit from the educational program.

### **Minimum Education/Certification Qualifications:**

1. Master's degree in physical therapy or related program
2. Valid license as a physical therapist granted by the Texas Board of Physical Therapy Examiners

### **Major Responsibilities and Duties:**

1. Plan and provide direct and consultative services consistent with physical therapy goals contained in the student's IEP.

2. Evaluate student progress and make recommendations regarding physical therapy services.
3. Consult with District and outside personnel including referring healthcare provider, private therapists (when appropriate), and other medical staff regarding the physical and medical needs of students.
4. Assist in recommending equipment and adaptive materials for each assigned student.
5. Create a therapy environment conducive to learning and appropriate for the maturity level, interests, and needs of the student.
6. Participate in the Admission, Review and Dismissal (ARD) Committee to assist with interpretations of assessment data, appropriate placement, and goal setting for students with physical disabilities according to district procedures.
7. Communicate effectively with District staff, students, and parents regarding student progress on IEP goals, and complete quarterly IEP progress reports.
8. Contractor shall be responsible to compile, maintain, and file all physical and computerized reports, records, and other required documents as well as provide copies to the District.
9. Contractor shall provide monthly logs of therapy to the District's Assistant Director of Special Education.

#### **D. OCCUPATIONAL THERAPIST**

**Primary Purpose:** Evaluate, plan and provide occupational therapy to students with mental, physical or emotional disabilities in need of these services in order to access their educational environment. Provide therapeutic intervention to maximize physical or mental functioning, increase independent functioning, and/or adjust disabilities.

##### **Minimum Education/Certification Qualifications:**

1. Bachelor's degree in occupational therapy or related program.
2. Valid license as a physical therapist granted by the Texas Board of Occupational Therapy Examiners.

##### **Major Responsibilities and Duties:**

1. Plan and provide direct and indirect services consistent with occupational therapy goals contained in the student's IEP.
2. Assess students with disabilities and determine eligibility for services.
3. Evaluate student progress and make recommendations regarding occupational therapy.
4. Design, construct, alter and provide students with adaptive equipment and devices to promote maximum independence.
5. Create an environment conducive to learning and appropriate for the maturity level, interests, and needs for each assigned student.
6. Participate in the ARD Committee to assist with interpretations of assessment data, appropriate placement, and goal setting for students with disabilities according to district procedures.
7. Communicate effectively with District staff, students, and parents regarding student progress on IEP goals, and complete quarterly IEP progress reports.

8. Contractor shall be responsible to compile, maintain, and file all physical and computerized reports, records, and other required documents as well as provide copies to the District.
9. Contractor shall provide monthly logs of therapy to the District's Assistant Director of Special Education.

#### **E. OCCUPATIONAL THERAPIST ASSISTANT (OTA)**

**Primary Purpose:** Plan and provide occupational therapy to students with mental, physical or emotional disabilities in need of these services in order to access their educational environment. Provide therapeutic intervention to maximize physical or mental functioning, increase independent functioning, and/or adjust disabilities.

**Minimum Education/Certification Qualifications:**

1. Bachelor's degree in occupational therapy or related program.
2. Valid license as a certified occupational therapist assistant granted by the Texas Board of Occupational Therapy Examiners.

**Major Responsibilities and Duties:**

Contractor's OTA shall:

1. Plan and provide direct and indirect services consistent with occupational therapy goals contained in the student's IEP.
2. Evaluate student progress and make recommendations regarding occupational therapy.
3. Design, construct, alter and provide students with adaptive equipment and devices to promote maximum independence.
4. Create an environment conducive to learning and appropriate for the maturity level, interests, and needs for each assigned student.
5. Communicate effectively with District staff, students, and parents regarding student progress on IEP goals, and complete quarterly IEP progress reports.
6. Contractor shall be responsible to compile, maintain, and file all physical and computerized reports, records, and other required documents as well as provide copies to the District.
7. Contractor shall provide monthly logs of therapy to the District's Assistant Director of Special Education.

#### **F. NURSING SERVICES - LICENSED VOCATIONAL NURSE(LVN)**

**Primary Purpose:** Special Needs Licensed Vocational Nurse will provide individualized nursing care to assigned student(s) from the beginning of the student's school day until the end of the student's school day. Contractor shall also function as a health team member and provide nursing services to school clinics as directed by the District Health Services Coordinator.

**Minimum Education/Certification Qualifications:**

1. High School Diploma or GED Certificate
2. Registered LVN license to practice vocational nursing in Texas from the State Board of Nurse Examiners
3. Certified by Department of Texas State Health Services to conduct Vision, Hearing, Acanthosis Nigricans and Scoliosis screenings

4. CPR/AED certification

**Special Knowledge Skills:**

1. Knowledge of focused health appraisal to identify student health needs Strong organizational, communication, and interpersonal skills.
2. Knowledge and skill base dealing with ventilators, tracheotomy tubes and care, g-tubes.

**Major Responsibilities and Duties:**

Contractor's LVN shall:

1. Provide nursing services at the assigned student's campus, as directed in the student's IEP.
2. Serve as a liaison on health matters between the student, parent, and District staff.
3. Accompany their assigned student during said student's daily transport to and from school while riding in a District school bus or vehicle, as required.
4. Conduct a beginning-of-day, end-of-day, or as needed focused nursing assessment of student's health status and document in student's daily nursing notes. Contractor's LVN shall contact the student's campus registered nurse and/or District Health Services Coordinator to report any non-routine health matters.
5. Check function of any physician-ordered medical equipment accompanying assigned student to school. In the event that said equipment is malfunctioning or not presented with the student, LVN shall contact the District Health Services Coordinator immediately.
6. Nursing services are to be provided to the assigned student as directed by their IEP.
7. Provide direct nursing care and perform required medical procedures as ordered by the student's physician and which are in accordance with the Texas Board of Nurse Examiners and District guidelines.
8. Provide the District's campus registered nurse or District Health Services Coordinator with assigned student's physician orders and documentation for creation of student's plan of care.
9. Provide health status updates and any indications for changes of care in assigned student's health plan to the campus registered nurse and/or District Health Services Coordinator. Contractor's LVN shall also notify campus registered nurse and/or District Health Services Coordinator of any scheduled ARD meetings.
10. Ensure that the assigned student's dignity, privacy and confidentiality are maintained in accordance with the Family Educational Rights and Privacy Act (FERPA) for student and parents.

**G. NURSING SERVICES - REGISTERED NURSE (RN)**

**Primary Purpose:** Special Needs Registered Nurse will provide individualized nursing care to assigned student from the beginning of the student's school day until the end of the student's school day, will function as a health team member and will provide nursing services to school clinics as directed by the District Health Services Coordinator.

**Minimum Education/Certification Qualifications:**

1. Graduate of an accredited professional nursing education program
2. Valid registered nurse license to practice professional nursing in Texas from the State Board of Nurse Examiners

3. Certified by Department of Texas State Health Services to conduct Vision, Hearing, Acanthosis Nigricans and Scoliosis screenings
4. CPR/AED certification

**Special Knowledge/Skills:**

1. Knowledge of health appraisal to identify student health defects, strong organizational, communication, and interpersonal skills as well as the ability to successfully implement policies and procedures.
2. Knowledge and skill base dealing with ventilators, tracheotomy tubes and care, and gastrostomy tubes.

**Major Responsibilities and Duties:**

Contractor's RN shall:

1. Provide nursing services at the assigned student's campus, as directed in the student's IEP.
2. Serve as a liaison on health matters between the student, parent, and District staff.
3. Accompany their assigned student during their daily transport to and from school while riding in a District school bus or vehicle, as required.
4. Conduct a beginning-of-day, end-of-day, or as needed nursing assessment of student's health status and document in student's daily nursing notes.
5. Check function of any physician-ordered medical equipment accompanying assigned student to school. In the event that said equipment is malfunctioning or not presented with the student, RN shall contact the District Health Services Coordinator immediately.
6. Provide direct nursing care, and perform required medical procedures as ordered by the physician and which are in accordance with the Texas Board of Nurse Examiners and District guidelines.
7. Implement student's plan of care in accordance with physician's orders.
8. Implement and follow emergency plan of care for the assigned student in the event of crisis/emergency situations.
9. Provide health status updates and any indications for changes of care in student's health plan to the District Health Services Coordinator.
10. Assist in maintaining the student's academic plan as directed by the District's classroom teacher.
11. Ensure that the assigned student's dignity, privacy and confidentiality are maintained in accordance with the Family Educational Rights and Privacy Act (FERPA) for student and parents.

**H. LICENSED SPECIALIST IN SCHOOL PSYCHOLOGY (LSSP)**

**Minimum Qualifications:** Proposers (specifically, the business that will be contractually bound under the contract with the District) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:

1. The Proposer must have a minimum of one (1) years' experience providing LSSP or Educational Diagnostician related services.
2. The Proposer must have a valid licensure as a Licensed Specialist in School Psychology
3. The Proposer must have a valid Texas driver's license with driving record that meets District requirements.

**Preferred Qualifications:** The Proposer may be evaluated higher if they meet the following qualifications:

1. The Proposer must have more than two (2) years' experience in providing LSSP related services.
2. The Proposer must have provided similar services to a minimum of one (1) or more comparable school districts.

**Special Knowledge/Skills:**

1. Contractor must be knowledgeable of local, state, and federal special education policies and procedures.
2. Contractor must be knowledgeable of procedures for assessing achievement, intellectual, emotional (LSSPs), and behavioral functioning for educational purposes.
3. Contractor must be knowledgeable of prevention and intervention strategies, including behavior management interventions.
4. Contractor must be knowledgeable of the Admission, Review and Dismissal (ARD) Committee process.
5. Contractor shall organize and interpret data to make recommendations for support of students and classrooms.
6. Contractor shall develop and deliver training to adult learners.
7. Contractor shall create and analyze Standards-Based IEP Goals and Objectives.

**Scope of Work:**

1. Contractor must comply with all federal, state, and local policies, procedures and guidelines related to special education services.
2. Contractor shall be responsible for providing the following services:

**a. Assessments**

- 1) Receive student referrals and implement the appraisal process.
- 2) Select and administer formal as well as informal assessments to determine student eligibility for special education and/or dyslexia services according to Federal and Texas Education Agency regulations.
- 3) Collect and organize relevant assessment data from students' cumulative folder, classroom teacher(s), campus administrators, support staff, parents and outside resources.
- 4) Conduct observations and personal interviews, Coordinate and facilitate ARD Committee meetings to include providing assistance with interpretation of assessment data, appropriate placement, and development of an IEP for students according to District procedures.
- 5) Collaborate with District team members on selection of dates and participants for each ARD meeting.
- 6) Complete all required ARD paperwork, evaluations, reports and documents within established timelines as determined by the District's Special Education Department.
- 7) Meet all department, district, state and federal timelines as related to special education services.

**b. Consultations**

- 1) Provide staff development training to assist school personnel in identification and understanding of students with disabilities.
- 2) Assist and consult with classroom teachers with the implementation of each IEP.
- 3) Consult with parents concerning the educational needs of students and interpretation of assessment data.
- 4) Consult with psychologists, psychiatrists, medical providers, community agencies, or other identified agencies concerning intellectual, emotional, and behavioral functioning of students, as appropriate.
- 5) Participate in multi-disciplinary campus team meetings to recommend appropriate interventions and strategies for individual students served in general education.

**c. Program/Instructional Management**

- 1) Develop and maintain effective individual and group relationships with students and parents.
- 2) When requested, assist in the selection of assessment materials and equipment.
- 3) Compile, maintain and file all physical and computerized reports, records and other documents required.
- 4) Comply with policies established by federal and state law, State Board of Education rules and local school board policies in the area of assessment, placement and planning for special education services.
- 5) Comply with licensure requirements through Texas State Board of Examiners of Psychology (for LSSPs).
- 6) Comply with all district and local campus routines and regulations.

**d. Communication**

- 1) Maintain a positive and effective relationship with colleagues, supervisors, parents and students.
- 2) Maintain confidentiality of student records and other information.
- 3) Inform appropriate supervisor or the Director of Special Education of any concerns with special education programming.

**e. Student Management**

- 1) Provide related services counseling and psychological services as determined by the ARD committee.
- 2) Consult with parents, teachers, administrators and other relevant individuals to assist in effective programming to meet individual student needs.

**f. Organization Improvement**

- 1) Analyze critical needs in assigned areas and work collaboratively to implement and improve programs.
- 2) Assist the Director of Special Education in identifying the professional development needs of the special education and general education staff regarding special education services.

- 3) Keep abreast of new developments in the field by reading professional literature, attending seminars and relevant training opportunities and discussing problems of mutual interest with others in the field.

## **I. EDUCATIONAL DIAGNOSTICIANS**

**Minimum Qualifications:** Proposers (specifically, the business that will be contractually bound under the contract with the District) will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:

1. The Proposer must have a minimum of one (1) years' experience providing Educational Diagnostician related services.
2. The Proposer must have a valid licensure as follows:
  - a. Educational Diagnosticians:
    - Valid Texas Educational Diagnostician Certification; and
    - Valid Texas Teacher Certificate with Special Education Certification
3. The Proposer must have a valid Texas driver's license with driving record that meets District requirements.

**Preferred Qualifications:** The Proposer may be evaluated higher if they meet the following qualifications:

1. The Proposer must have more than two (2) years' experience in providing Educational Diagnostician related services.
2. The Proposer must have provided similar services to a minimum of one (1) or more comparable school districts.
3. Educational Diagnosticians shall have a minimum three (3) years teaching experience.

### **Special Knowledge/Skills:**

1. Contractor must be knowledgeable of local, state, and federal special education policies and procedures.
2. Contractor must be knowledgeable of procedures for assessing achievement, intellectual, emotional (LSSPs), and behavioral functioning for educational purposes.
3. Contractor must be knowledgeable of prevention and intervention strategies, including behavior management interventions.
4. Contractor must be knowledgeable of the Admission, Review and Dismissal (ARD) Committee process.
5. Contractor shall organize and interpret data to make recommendations for support of students and classrooms.
6. Contractor shall develop and deliver training to adult learners.
7. Contractor shall create and analyze Standards-Based IEP Goals and Objectives.

### **Scope of Work:**

1. Contractor must comply with all federal, state, and local policies, procedures and guidelines related to special education services.

2. Contractor shall be responsible for providing the following services:

**a. Assessments**

- 1) Receive student referrals and implement the appraisal process.
- 2) Select and administer formal as well as informal assessments to determine student eligibility for special education and/or dyslexia services according to Federal and Texas Education Agency regulations.
- 3) Collect and organize relevant assessment data from students' cumulative folder, classroom teacher(s), campus administrators, support staff, parents and outside resources.
- 4) Conduct observations and personal interviews. Coordinate and facilitate ARD Committee meetings to include providing assistance with interpretation of assessment data, appropriate placement, and development of an IEP for students according to District procedures.
- 5) Collaborate with District team members on selection of dates and participants for each ARD meeting.
- 6) Complete all required ARD paperwork, evaluations, reports and documents within established timelines as determined by the District's Special Education Department.
- 7) Meet all department, district, state and federal timelines as related to special education services.

**b. Consultations**

- 1) Provide staff development training to assist school personnel in identification and understanding of students with disabilities.
- 2) Assist and consult with classroom teachers with the implementation of each IEP.
- 3) Consult with parents concerning the educational needs of students and interpretation of assessment data.
- 4) Consult with psychologists, psychiatrists, medical providers, community agencies, or other identified agencies concerning intellectual, emotional, and behavioral functioning of students, as appropriate.
- 5) Participate in multi-disciplinary campus team meetings to recommend appropriate interventions and strategies for individual students served in general education.

**c. Program/Instructional Management**

- 1) Develop and maintain effective individual and group relationships with students and parents.
- 2) When requested, assist in the selection of assessment materials and equipment.
- 3) Compile, maintain and file all physical and computerized reports, records and other documents required.
- 4) Comply with policies established by federal and state law, State Board of Education rules and local school board policies in the area of assessment, placement and planning for special education services.
- 5) Comply with all district and local campus routines and regulations.

**d. Communication**

- 1) Maintain a positive and effective relationship with colleagues, supervisors, parents and students.
- 2) Maintain confidentiality of student records and other information.
- 3) Inform appropriate supervisor or the Director of Special Education of any concerns with special education programming.

**e. Student Management**

- 1) Consult with parents, teachers, administrators and other relevant individuals to assist in effective programming to meet individual student needs.

**f. Organization Improvement**

- 1) Analyze critical needs in assigned areas and work collaboratively to implement and improve programs.
- 2) Assist the Director of Special Education in identifying the professional development needs of the special education and general education staff regarding special education services.

**J. LICENSED PROFESSIONAL COUNSELOR (LPC)**

**Special Knowledge/Skills:**

1. Contractor must be knowledgeable of local, state, and federal special education policies and procedures.
2. Contractor must be knowledgeable of procedures for assessing related service counseling needs.
3. Contractor must be knowledgeable of providing related service counseling and developing measurable counseling goals,
4. Contractor must be knowledgeable of the Admission, Review and Dismissal (ARD) Committee process.
5. Contractor shall organize and interpret data to make recommendations for support of students and classrooms.

**Scope of Work:**

1. Contractor must comply with all federal, state, and local policies, procedures and guidelines related to special education services.
2. Contractor shall be responsible for providing the following services:

**a. Assessments**

- 1) Conduct counselling evaluations to determine need and eligibility for related service counselling.
- 2) Collect and organize relevant assessment data from students' cumulative folder, classroom teacher(s), campus administrators, support staff, parents and outside resources.
- 3) Conduct observations and personal interviews; Coordinate and facilitate ARD Committee meetings to include providing assistance with interpretation of assessment data, appropriate placement, and development of an IEP for students according to District procedures.
- 4) Complete all required ARD paperwork, evaluations, reports and documents within established timelines as determined by the District's Special Education Department.

- 5) Meet all department, district, state and federal timelines as related to special education services.

**b. Consultations**

- 1) Assist and consult with classroom teachers with the implementation of IEP.
- 2) Consult with parents concerning the educational needs of students and interpretation of assessment data.
- 3) Consult with psychologists, psychiatrists, medical providers, community agencies, or other identified agencies concerning intellectual, emotional, and behavioral functioning of students, as appropriate.

**c. Program/Instructional Management**

- 1) Develop and maintain effective individual and group relationships with students and parents.
- 2) When requested, assist in the selection of assessment materials and equipment.
- 3) Compile, maintain and file all physical and computerized reports, records and other documents required.
- 4) Comply with policies established by federal and state law, State Board of Education rules and local school board policies in the area of assessment, placement and planning for special education services.
- 5) Comply with all district and local campus routines and regulations.

**d. Communication**

- 1) Maintain a positive and effective relationship with colleagues, supervisors, parents and students.
- 2) Maintain confidentiality of student records and other information.
- 3) Inform appropriate supervisor or the Director of Special Education of any concerns with special education programming.

**e. Student Management**

- 1) Provide related services counseling and psychological services as determined by the ARD committee.
- 2) Consult with parents, teachers, administrators and other relevant individuals to assist in effective programming to meet individual student needs.

**f. Organization Improvement**

- 1) Analyze critical needs in assigned areas and work collaboratively to implement and improve programs.
- 2) Assist the Director of Special Education in identifying the professional development needs of the special education and general education staff regarding special education services.

**END OF SECTION**

### SECTION 3 - EVALUATION CRITERIA

1. **EVALUATION: The following will be considered in making the selection:** The Proposals will be evaluated at the sole and absolute discretion of the District and its designees. The District shall consider the following criteria:

- Proposed Pricing – 35%
- Experience and Qualifications – 30%
- Proposed Plan – 20%
- References – 15%

- a. Each proposal submitted in response to this RFP shall focus on the above criteria. The Evaluation shall also consider those factors listed in TEC 44.031 (b) listed elsewhere in this solicitation. Proposals will be evaluated equally and fairly; no preference will be given to any Proposer based solely on previous experience with the District or to an incumbent thereof. The District reserves the right to make additional inquiries and may request the submission of additional information.

2. **GENERAL SUBMITTAL REQUIREMENTS:**

- a. PROPOSAL FORMAT: Each proposal should be prepared simply and economically. Responses shall be in the same order as the requirements listed below and in the following section.
- b. PROPOSAL CONTENT: The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):
- 1) All forms contained or listed in Section 5 in this RFP, fully completed:
  - 2) A complete response to each of the items in the next section, which are specific to the evaluation criteria. (See next section for more detail.)

3. **SUBMITTAL REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:**

- Attachment B – Vendor Questionnaire
- Attachment C – Price Schedule
- Attachment D – Exceptions to the Solicitation

4. **EXCEPTIONS:** Proposer shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and referenced to the proper paragraph in this Solicitation. The exception shall include, at a minimum, the Proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Proposer's proposal, the District will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected. Proposals taking exception to any language in the General Terms and Conditions may be rejected as nonresponsive.

**END OF SECTION**

## SECTION 4 - GENERAL TERMS AND CONDITIONS

1. **BILLING AND PAYMENT:** District standard terms will be Net 30 days; however, Proposers may offer a prompt payment discount in their original Proposal response such as 2% / 10 days - Net 30. Payment will be made, in arrears, in accordance with Texas Prompt Payment Act, Texas Gov't Code 2251.
2. **EVALUATION OF PROPOSALS:** Proposal evaluation will be done based on the information provided by the Offeror. It is very important that the Offeror provide all required information as part of their Proposal. Failure to provide necessary information and documentation could result in the Proposal being rejected.
3. **EVALUATION CRITERIA:** The Proposals will be evaluated at the sole and absolute discretion of the Schertz-Cibolo-Universal City Independent School District and its designees. The District shall consider the following criteria.
  - (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 total long-term cost to the District to acquire the vendor's goods or services; [and]
  - (7) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
    - (a) has its principal place of business in this state; or
    - (b) employs at least 500 persons in this state; and
  - (8) any other relevant factor specifically listed in the request for bids or proposals.
4. **APPLICABILITY:** These conditions are applicable and form a part of the contract documents in each supply and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith. Any resulting contract shall include this solicitation, and Proposal received.
5. **PROPOSAL RESPONSE:** Unless otherwise specified, Offerors are required to submit an executed original of the Proposal. Proposal response must contain:
  - a. Signed; Proposal Form
  - b. Vendor Questionnaire
  - c. Vendor Response
  - d. Vendor References
  - e. Exceptions to the Solicitation
  - f. Felony Conviction Notice Form
  - g. Conflict of Interest Form. Local Government Code Chapter 176 imposes disclosure / reporting obligations on vendors. If a conflict exists, please complete and return Conflict of Interest Questionnaire Form CIQ. See <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> for information.
  - h. EDGAR Certification Requirements
  - i. Any additional documents required by the Solicitation.
6. **THOSE WHO DO NOT PROPOSE** are requested to notify the SCUCISD Purchasing Department in writing if they wish to receive future Proposals. Failure to do so may result in their being deleted from our prospective Bidders list.
7. **DISCLOSURES:** By signing this Proposal, a Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the Proposal submitted.

8. **INTERLOCAL AGREEMENTS:** Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance
- a. Membership. SCUCISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 100 school districts in Texas representing over 1.5 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 SCUCISD 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.
  - c. Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.
9. **FUNDING OUT CLAUSE. MULTI-YEAR ACQUISITION:** Any contract for the acquisition, including lease, of real or personal property is a commitment of the District's current revenue only:
- a. The District retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
  - b. It is the Districts intent to execute a contract for the longest period providing the lowest total cost to the district. Any resultant contract is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract.
10. **CONTRACTS FOR PURCHASE** will be put into effect by means of a purchase order(s) executed by the Director of Purchasing or designee after contract award.
- a. Any additional agreements/contracts to be signed by SCUCISD shall be included with the Proposal.
  - b. Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.
11. **ASSIGNMENTS AND SUBCONTRACTING:** No part of this agreement may be assigned or subcontracted without the prior written consent of the Schertz-Cibolo-Universal City Independent School District's Purchasing Director. Payment can only be made to the Contractor named in this agreement.
12. **PUBLIC RECORD:** All Proposals become the property of the District. As a governmental entity the Public Information Act, formerly known as the Open Records Act, applies to this solicitation. Accepted Proposals and any subsequent award become public records. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal will not be considered proprietary information.
13. **CHANGES:** This Contract shall not be modified, altered, or changed except by mutual consent confirmed in writing by an authorized representative of each party to this Contract. The Director of Purchasing or designee shall administer this contract on behalf of the District. The Vendor agrees to waive all claims for adjustment in regard to any services performed without prior receipt of an appropriate written Change Order. The SCUCISD Purchasing department shall review, approve and process all changes.
14. **INDEMNITY:** Vendor shall indemnify and hold harmless the SCUCISD and its Board of Trustees, officers, agents, employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including but not limited to, all expenses of litigation, court cost, penalties, and attorney's fees the SCUCISD incurs defending any action, suit, or claim from any source whatsoever and any of any kind or nature arising directly or indirectly on the part of vendor, its agents, servants, employees, contractors, and supplies, out of the operation under this agreement.

15. **INDEPENDENT CONTRACTOR:** The parties intend that the Contractor, in performing the specified services, will act as an independent contractor and must have control of the work and the manner in which it is performed. The Contractor will be free to contract for similar services to be performed for other employers while Contractor is under contract with District. The Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that District provides for its employees. The District and Contractor agree that the Contractor is not covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' compensation insurance policies. The District shall not deduct Federal Income Taxes, FICA (Social Security) or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.
16. **TERMINATION:** Any resulting contract may be terminated by the District at any time with or without cause and without penalty to the District. In the event of termination by the District prior to completion of the contract, compensation shall be prorated on the services actually performed, and the Contractor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination. Contractor may terminate with a written 60-day notification.
17. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
18. **NON-PERFORMANCE:** Whenever, in the opinion of the District, the work is neglected by the Contractor, the District may request to have the Contractor bring additional labor, materials, and supplies into the work. If the Contractor fails to correct the unsatisfactory condition(s) within five (5) working days, the Contractor shall be advised of so in writing. The District shall have no obligation to give the Contractor more than two (2) notices of unsatisfactory performance during the contract period; and, should the Contractor again fail to perform the services pursuant to the contract, the District may declare the contract in default, terminate the contract, and contract with another.
- a. In the event of default by Contractor, the District shall be liable only for payment of those services performed and accepted prior to the date of termination.
19. **CHANGES TO PROPOSAL:** The District retains the right to negotiate changes in a Proposal by any offeror, and to reject any or all Proposals if none of the submissions are responsive to its needs.
20. **CHANGES IN REQUIREMENTS:** Should the District, at any time during the progress of said work, request any alterations, deviations, additions, or omissions from the said agreement, specifications, or plans, it shall be at liberty to do so. And the same shall in no way affect or make void the agreement, but will be added to or deducted from the amount of said agreement price as the case may be, by a fair and reasonable valuation subject to the mutual agreement of both parties.
21. **UNRESTRICTED QUANTITIES:** The District is not limited to purchase all or any of its requirements from any contract resulting from this solicitation/award.
22. **DELIVERIES** required in this solicitation shall be freight prepaid F.O.B. DESTINATION and prices shall include all freight, delivery charges for a total cost delivered.
23. **DISMISSAL OF UNSATISFACTORY EMPLOYEES:** If any person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the District representative, or is, in the opinion of the District representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of the District representative.
24. **VENUE:** This Agreement shall be governed by the law of the State of Texas without regard to the choice-of-law rules of any jurisdiction. Venue shall be in Guadalupe County, Texas. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

25. **NOTICE:** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
26. **CRIMINAL BACKGROUND CHECK:** All Contractors, who have a contract for services, have continuing duties related to the contract and have direct contact with students must certify to the district that it has received all criminal history information on covered employees pursuant to Texas Education Code Chapter 22, Subchapter C prior to performing the services for the District. This is an all or nothing test. If all three criteria are met then the criminal history review is mandatory. The cost of the review shall be paid by Contractor. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. The Contractor selected may also be required to provide a list of personnel who will be assigned to do the work. When requested this information must be furnished within twenty-four (24) hours, and shall apply to any new personnel due to employee turnover.
- a. The District reserves the right to review the personal background and conduct security clearances on the Contractor's assigned personnel. The Contractor shall certify that all employees assigned to work under the contract have successfully passed a criminal background check, prior to assignment. The Contractor shall cooperate with the District authorities and shall comply with all regulations in effect during the contract period.
  - b. Upon the request of the District, the successful bidder maybe required to provide the names of all persons who may be assigned to do the work on the contract for the purpose of completing a criminal background check. The following information shall be provided with each name to the District: date of birth, Texas driver's license number, and current address,
  - c. Any person or persons not acceptable to the District shall be prohibited from working on the contract.
27. **DISCLOSURE OF INTERESTED PARTIES:** A Successful offeror shall provide a signed 1295 Form upon request before any award of contract by our Board of Trustees. The Texas Legislature adopted House Bill 1295 in 2015. HB 1295 added Section 2252.908 to the Government Code. Under this law, any business entity that enters into a contract with SCUCISD that requires the approval of the Board of Trustees must submit a "Disclosure of Interested Parties" to the District prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission, and is the "Form 1295". A Sample Form can be found on our Purchasing Department website under [Vendors and Contractors](#).
- For additional information the Texas Ethics Commission's website is: [www.ethics.state.tx.us](http://www.ethics.state.tx.us). The area of their website pertaining to Form 1295 is: [www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).
28. **TEXAS DATA PRIVACY AGREEMENT:** A Successful offeror shall provide a Student Data Privacy Agreement upon notification of award. The Texas Student Privacy Alliance created a Common Student Data Privacy Agreement, which shall be used by all member schools when implementing any online application. By adopting such an agreement all vendors and schools have common expectations when entering into a relationship or implementation without having to renegotiate terms in every new instance. All vendors handling student data are expected to complete the agreement. A Sample Form can be found on our Purchasing Department website under [Student Data Privacy Agreement](#).
29. **DISPUTE RESOLUTION:** The laws of the State of Texas shall govern this agreement and performance hereunder. The District and Contractor shall, as a condition precedent to filing any lawsuit arising from performance of this Agreement, endeavor to resolve all claims, disputes, and other matters in question between them by mediation.
- a. Request for mediation shall be in writing, and shall request that the mediation commence not less than 30 or more than 90 days following the date of the request, except upon agreement of both parties.
  - b. In the event the District and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

At all times during the course of any dispute resolution process, the Contractor shall continue diligently and

without delay to perform the services and obligations of the Agreement

30. **INVOICING:** Send the original invoices to:      Attention: Accounts Payable,  
Schertz Cibolo Universal City ISD  
1060 Elbel Road  
Schertz, TX 78154
- a. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; contract Purchase Order number (PO#); quantities; item descriptions, unit prices and extensions; fees; and an invoice total.
- b. For payment purposes, the contractor shall obtain PO # from the District for each separate order/invoicing. These are individually numbered for control purposes, and each separate order/invoicing will require a unique PO# to be issued to the Contractor by the District. If the PO# does not appear on the contractor's invoice, payment may be delayed.
31. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES:** Chapter 2252, of the Texas Government Code was amended to update state contract law to prohibit governmental entities from contracting with companies engaged in active business operations with Sudan, Iran, or a foreign terrorist organization. The intent of this change is to ensure that Texas taxpayers' dollars are not spent on companies engaged in business with other nation states or terrorist organizations that are anathema to the policy interests of the United States or the State of Texas.
32. Pursuant to Texas Government Code Chapter 2270, if this contract is valued at \$100,000 or more and if the Contractor has at least ten (10) full time employees, then the Contractor, by its execution of this Agreement represents and warrants to the District that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.
33. **COMPLIANCE:** The Offeror shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this solicitation. Such laws may include, but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA).
34. **PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 2274:**
- a. **FIREARM ENTITY / TRADE ASSOCIATION NON-DISCRIMINATION:** If the Contractor is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the DISTRICT, unless excepted from law.
- b. **ENERGY COMPANY BOYCOTT:** As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's bid or proposal has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the DISTRICT, unless excepted by law.
35. **SAFETY:** Vendors, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by the District and by the Occupational Safety and Health Administration ("OSHA"). All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by the District, including Current Good Manufacturing Practices (cGMP's), <https://www.fda.gov/food/guidance-regulation-food-and-dietary-supplements/current-good-manufacturing-practices-cgmps-food-and-dietary-supplements>. Product to be handled in accordance with the Federal Food and Drug Administration's (FDA's) Guidance for Industry. Vendor shall indemnify and hold the District, harmless from all claims, demands, suits, actions, judgements, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

36. **INSURANCE:** Contractor shall provide evidence of insurance meeting, at a minimum, the levels of coverage listed below.

A. General

1. No work will be commenced until all requirements of this section have been approved by the District in writing. The District will be furnished an acceptable certificate of insurance, prior to the commencement of any work.
2. Insurance shall be underwritten by a company rated not less than A- in the Best's latest published guide.
3. Automobile Liability Insurance coverage is for all owned, non-owned and hired vehicles.
4. No deletions/exclusions from standard coverage form allowed without written consent of the SCUC Independent School District.

Insurance required

|                                                 |                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Workers Compensation -<br>Employers Liability - | Statutory Limits<br>\$500,000 @ accident<br>\$500,000 policy limit<br>\$500,000 @ employee                                                                                                                                                                                                         |
| General Liability                               | \$1,000,000 per occurrence<br>\$300,000 per occurrence Damage to Rented Premises<br>\$5,000 Medical Expense per each person<br>\$1,000,000 Personal & ADV Injury<br>\$2,000,000 general aggregate<br>\$2,000,000 products/completed operations aggregate<br>1,000,000 aggregate in Other Insurance |

**SCUCISD is listed as an additional insured on all but the Workers' Compensation. Additional insured coverage is provided for both premises operations and products completed operation.**

Vendor shall indemnify and hold harmless the SCUCISD and its Board of Trustees, officers, agents, employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including but not limited to, all expenses of litigation, court cost, penalties, and attorney's fees the SCUCISD incurs defending any action, suit, or claim from any source whatsoever and any of any kind or nature arising directly or indirectly on the part of vendor, its agents, servants, employees, contractors, and supplies, out of the operation under this agreement.

The selected vendor will be required to supply an insurance certificate naming SCUCISD as an additional insured.

Should any of the policies described below be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, SCUCISD.

The contractor shall agree to waive all **rights** of subrogation against the district, its officials, employees and volunteers for losses arising from work performed by contractor for the district

37. **DEFINITIONS:** We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document
- a. "Proponent" "Vendor" "Bidder" "Offeror" means responder to the Request for Proposal and the individual, partnership, and sole proprietorship or Corporation executing the Contract and shall include any agent, employee, officer, director, supplier or sub-contractor of the Vendor pursuant to the Contract.
  - b. "SCUCISD" "Schertz-Cibolo-Universal City Independent School District", "District", "Owner", the Board of Trustees, its students, employees and agents.
  - c. "Solicitation", used to describe a Request for Proposal, Request for Competitive Sealed Proposal, Request for Bids or other solicitation document.
  - d. "PO" or "Purchase Order" "Agreement" "Contract" means a document that will be issued by the Schertz-Cibolo-Universal City Independent School District to formalize the agreement with the successful Proponent.
  - e. "Shall", "must", "will", "mandatory" means a requirement that must be met for the submission to receive consideration.
  - f. "Service", "Services", "Work" shall mean the products/services supplied to the Schertz-Cibolo-Universal City Independent School District in accordance with the specifications, terms and conditions stated in this Request for Bid.
  - g. "Supplier" - A business entity engaged in the business of providing contract supplies/services.
  - h. "Bidder" - A business entity submitting a Response to this RFP. Suppliers which may express interest in this RFP, but which do not submit a Response, have no obligations with respect to the bid requirements.
  - i. "Contractor" - The Offeror(s) whose Response to this RFP is evaluated as meeting the needs of SCUCISD. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in the RFP.
  - j. "Subcontractor" - A company that enters into a business relationship with the Contractor. The Contractor may seek to place employees of the Subcontractor for the services described in the RFP.
  - k. "Contractor's Employee" - All persons who can be offered to provide the services described in the RFP. All employees of the Contractor and the Subcontractor must be covered by the insurance programs normally provided to persons employed by a company (ex: Worker's Comp, etc.).
  - l. "Response" - The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response. Verbal interactions will not be binding on SCUCISD or Contractor(s) with respect to requirements stated within this RFP or resulting contractual obligations.

## **END OF SECTION**

**SECTION 5 – EXHIBIT A**  
**SAMPLE SERVICE AGREEMENT**

**Service Agreement**

1. The Schertz-Cibolo-Universal City ISD hereinafter referred to as the "District" and the following Individual, Independent Contractor, or Company, \_\_\_\_\_, hereinafter referred to as "Contractor," enter into a contract on this the \_\_\_\_\_ day of \_\_\_\_\_ for the provision of Contractor services. All Contractors, who have a contract for services, have continuing duties related to the contract and have direct contact with students must certify to the district that it has received all criminal history information on covered employees pursuant to Texas Education Code Chapter 22, Subchapter C prior to performing the service described in Section 2. This is an all or nothing test. If all three criteria are met then the criminal history review is mandatory. The cost of the review shall be paid by Contractor.
2. The Contractor has contracted with the SCUCISD to provide the following services;  
\_\_\_\_\_  
\_\_\_\_\_
3. Unless discontinued earlier by the District, the services are to be performed at the following times and places:  
  
Date Service Begins: \_\_\_\_\_ Date Service Ends: \_\_\_\_\_.
4. The District agrees to pay Contractor the amount of \$ \_\_\_\_\_ as compensation for services rendered. Contractors shall not be paid in advance. **Payment will be processed after receipt of invoice from the contractor. net30.**
5. This contract may be terminated by the District at any time with or without cause and without penalty to the District. In the event of termination by the District prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and the Contractor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.
6. Contractors may not assign this contract to a third party without consent of the District.
7. The parties intend that the Contractor, in performing the specified services, will act as an independent contractor and must have control of the work and the manner in which it is performed. The Contractor will be free to contract for similar services to be performed for other employers while Contractor is under contract with District. The Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that District provides for its employees. The District and Contractor agree that the Contractor is not covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' compensation insurance policies. The District shall not deduct Federal Income Taxes, FICA (Social Security) or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.
8. The Contractor agrees to hold the District harmless from any and all liability incurred by the District by reason of the Contractor's negligence or breach of contract including, without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses.
9. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

10. The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. The provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.
11. A waiver, alteration or modifications of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.
12. Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
13. This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law.

#### **AGREED AND ACCEPTED**

##### **SCHERTZ-CIBOLO-UNIVERSAL CITY ISD**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

##### **Contract**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

EIN/Tax ID Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_