

# REQUEST FOR PROPOSALS

FOR

## **Special Education Instructional & Related Services**

Solicitation # 25-04-11

Issued By:  
Denver City Independent School District

**Closing Date:**  
**4:00 PM**  
**May 2, 2025**

Denver City ISD is accepting sealed Proposals to provide **Special Education Instructional and Related Services** in accordance with the instructions, specifications, terms and conditions, contained in this Solicitation.

**Denver City ISD** 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 district to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. Please submit any questions or comments concerning this solicitation directly to Cathy Guetersloh at [cathy.guetersloh@dcisd.org](mailto:cathy.guetersloh@dcisd.org)

For Further Information Contact:

Denver City ISD Special Education Department  
Attn: Cathy Guetersloh  
501 Mustang  
Denver City, TX 79323  
PH: 806-592-  
Email: [cathy.guetersloh@dcisd.org](mailto:cathy.guetersloh@dcisd.org)

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## 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. **NUMBER OF COPIES: If Submitting Hard Copies:** Submit one (1) original hard copy and one (1) electronic copy emailed to the Special Education Department at [cathy.guetersloh@dcisd.org](mailto:cathy.guetersloh@dcisd.org). No other submission of the proposal shall be made by the Offeror.
  - c. **PRE-PROPOSAL MEETING:** Not Applicable.
  - d. **PROPOSAL GUARANTEE:** Not Applicable.
  - e. Bids/Proposals will be received until **May 2, 2025, 4:00 PM**, local time at: Denver City ISD, 501 Mustang, Denver City, TX 79323
  - f. Offers may be hand carried, emailed, or mailed in a sealed envelope/package clearly marked with the offering individual or company's name, return address, the RFP number and opening date and time.
  - g. Proposal submissions received late, unsigned, or in locations other than as stated in this solicitation will be returned without consideration.
  - h. The Denver 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.
  - i. 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, and 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
  - j. 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.
  - k. Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all of 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 C. If no changes are indicated, the District shall expect to receive the service(s) exactly as specified.
  - l. 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.
  - m. 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.
  - n. The District reserves the right to select any offer it deems the best value, regardless of price.
  - o. The District may accept multiple offers for the same services.

2. **RFP CLARIFICATION:** Questions regarding this RFP should be sent to [cathy.guetersloh@dcisd.org](mailto:cathy.guetersloh@dcisd.org). Oral answers provided by DCISD 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 Office.
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 to the proper paragraph in this Solicitation. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.
4. **COMPLETENESS:** Proposal shall be completed in all respects as indicated. A Proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.
5. **FALSE/MISLEADING STATEMENTS:** Proposal which contain false or misleading statements, or which provide references which 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 with proper authority. The signature should indicate the title or position that the individual holds in the firm (if applicable).
7. **AWARD:** DCISD will award to the contractor(s) who presents the greatest value, in our view, to DCISD 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 DCISD. Thus, the result will not be determined by price alone but upon 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 a recurring annual contract consisting of one (1) basic year and (1) option year. The District reserves the right to extend the contract awarded annually. Such extension(s) will be at the option of the District, subject to same terms, conditions, favorable prices, and mutual agreement between the Contractor and the District.
10. **ISSUING OFFICER:** The issuing officer and mailing address to send Proposal and all other correspondence concerning the RFP is:

Cathy Gueterloh, Special Education Director  
Denver City ISD  
501 Mustang, Denver City, TX 79323  
(806)592-6037

## SECTION 2 - SPECIFICATIONS AND SCOPE OF WORK

**OVERVIEW:** DCISD seeks proposals from qualified individuals or firms interested in providing direct and indirect services to students requiring therapeutic and educational services on an “as needed basis”. Services shall include:

- Physical Therapy Services
- Occupational Therapy Services
- Vision Therapy Services
- Licensed School Psychology Services

### GENERAL INFORMATION:

1. Denver City ISD serves the city of Denver City and rural areas of Yoakum County.
2. Denver City ISD provides instruction to approximately 1350 students in a predominately rural community. The District currently has four (4) campuses which includes a high school, an alternative education center (located in the high school), one junior high school, one elementary school, and one primary school (which houses our Pre-K).

**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 and its key personnel assigned to the District must have a minimum of one (1) year experience providing services as listed in this RFP.
2. The Proposer and its key personnel must have worked with a minimum of one (1) comparable client that is 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 5 years' experience providing services as listed in this RFP.
2. The Proposer and its key personnel must have worked with at least three (3) comparable clients that are other K-12 school districts.

### SCOPE OF SERVICES:

1. Vendor 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. Vendor ensure compliance with all District and campus routines and regulations.
3. Vendor shall ensure adherence to appropriate safety procedures and report potential health or safety hazards to campus principal.
4. Vendor's assigned staff member 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.

## **A. 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. Vendor 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. Vendor shall provide monthly logs of therapy to the District's Director of Special Education.

## **B. 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. Vendor 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. Vendor shall provide monthly logs of therapy to the District's Director of Special Education.

### **C. VISION THERAPIST**

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

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

3. Bachelor's degree in related program
4. Valid licensure

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

10. Plan and provide direct and indirect services consistent with occupational therapy goals contained in the student's IEP.
11. Assess students with disabilities and determine eligibility for services
12. Evaluate student progress and make recommendations regarding occupational therapy.
13. Design, construct, alter and provide students with adaptive equipment and devices to promote maximum independence.
14. Create an environment conducive to learning and appropriate for the maturity level, interests, and needs for each assigned student.
15. 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.
16. Communicate effectively with District staff, students, and parents regarding student progress on IEP goals, and complete quarterly IEP progress reports.
17. Vendor 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.

18. Vendor shall provide monthly logs of therapy to the District's Director of Special Education.

#### **D. Licensed Specialist in School Psychology**

**Primary Purpose:** Conduct formal psychological evaluations of various target student populations for special education eligibility, planning, placement and consultation with or referral to available resources. Provide psychological services to special education students.

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

5. Bachelor's degree in psychology or a related field.
6. Valid licensure as a licensed specialist in school psychology
7. One (1) year minimum experience providing LSSP or Educational Diagnostician related Services.

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

8. Receives and reviews available developmental information from school-based and outside resources about student behavior(s) and selects an appropriate psychological intervention; consult with curriculum personnel, administrators, and teachers in order to help adapt curriculum and classroom practices to pupils with any special needs.
9. Administers, scores, and interprets psychological tests of intelligence, personality, neuropsychological processing, achievement, and development; observes students in the classroom for diagnostic purposes; interview students, parents, school personnel and gathers other sources of information on individual students; interprets and synthesizes information obtained from psychological interventions in order to prepare a written report; uses information obtained from the psychological evaluation to develop written recommendations to improve student engagement and learning.
10. Consults with students, staff, and parents to assist in developing individual instructional strategies or mental and behavioral health services for students.
11. Collaborates with other school personnel to create and maintain a multi-tiered continuum of services to support academic, social, emotional, and behavioral goals for students.
12. Establishes and maintains effective open communication with students, parents, teachers, and administrators; participates in staff professional development activities.
13. Provides a continuum of mental and behavioral health services, including individual and group counseling, behavioral coaching, positive behavioral supports, and parent education
14. Participates in school crisis prevention and response teams
15. Addresses individual differences, strengths, backgrounds, and needs in the design, implementation, and evaluation of all services.
16. Uses techniques of data collection to evaluate services at the individual, group, and systems levels.
17. Remains knowledgeable about ethical and professional standards, and legal regulations.

**END OF SECTION**



### SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the individual(s) or firm(s) submitting the lowest price proposal. Award(s) will be made to the individual(s) or firm(s) submitting the best responsive proposal satisfying the District's requirements, price factors considered.

The committee evaluating the proposals submitted in response to this RFP may require any or all individuals or firms to give an oral presentation to clarify or elaborate on their proposal as well as to provide a demonstration. Upon completing of oral presentations or discussions. Contractors may be requested to revise any or all portions of their proposals.

The District will evaluate each individual's or firm's proposal in the areas of the proposal plan, experience, service capabilities, product quality, cost and best value on the pre-determined evaluation criteria below.

Evaluation Criteria	Maximum Points
1. <b>Program Plan:</b> The adequacy and completeness of the plan offered addressing the Scope of Services. a. Clearly defined components of service delivery and implementation b. Evidence of school based therapy/ instructional supports c. Clear explanation of organizational structure and contacts	30
2. <b>Contractor's Capabilities:</b> The demonstrated ability of the Contractor to provide services. a. Vendor experience and level of knowledge b. List of references c. Resume(s) d. Ability to provide all necessary materials and supplies e. Explanation of how the vendor is organized and how its resources will be utilized	40
3. <b>Financial Proposal:</b> Reasonable and customary fees for providing services.	30
<b>Total Allowable Points</b>	100

## SECTION 4 - GENERAL TERMS AND CONDITIONS

1. **BILLING AND PAYMENT:** District standard terms will be Net 30 days. 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. **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.
4. **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. Proposal Pricing
  - c. Vendor Questionnaire and References
  - d. Felony Conviction Notice Form
  - e. Conflict of Interest Form. Local Government Code Chapter 176 imposes disclosure / reporting obligations on vendors. Please complete and return Conflict of Interest Questionnaire Form CIQ. See [http://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm) for information.
  - f. Any additional documents required by the Solicitation.
5. **THOSE WHO DO NOT PROPOSE** are requested to notify DCISD in writing if they wish to receive future Proposals. Failure to do so may result in their being deleted from our prospective Bidders list.
6. **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.
7. **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.
8. **CONTRACTS FOR PURCHASE** will be put into effect by means of a purchase order(s) executed by the Purchasing Manager or designee after contract award.
  - a. Any additional agreements/contracts to be signed by DCISD 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.
9. **ASSIGNMENTS AND SUBCONTRACTING:** No part of this agreement may be assigned or subcontracted without the prior written consent of Denver City Independent School District. Payment can only be made to the Contractor named in this agreement.
10. **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.

- 11. 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 Purchasing Manager 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. DCISD shall review, approve and process all changes.
- 12. INDEMNITY:** Vendor shall indemnify and hold harmless DCISD 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 DCISD 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.
- 13. 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, 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.

- 19. UNRESTRICTED QUANTITIES:** The District is not limited to purchase all or any of its requirements from any contract resulting from this solicitation/award.
- 20. 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.
- 21. 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.
- 22. 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 Yoakum County, Texas. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.
- 23. 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.
- 24. 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.
- 25. DISCLOSURE OF INTERESTED PARTIES:** A Successful offeror shall provide a notarized Form 1295 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 DCISD 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).

**26. 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.

**27. INVOICING:** Send the original invoices to:      Attention: Cathy Guetersloh  
Special Education Department  
Denver City ISD  
501 Mustang  
Denver City, TX 79323

- a. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; quantities; item descriptions, unit prices and extensions; fees; and an invoice total.

**28. 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. "DCISD", "Denver City ISD", "District", 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 Denver 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 Denver 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 DCISD. 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 DCISD or Contractor(s) with respect to requirements stated within this RFP or resulting contractual obligations.

## **SECTION 5 - REQUIRED FORMS**

### **FORMS INCLUDED IN THIS SOLICITATION DOCUMENT**

- (1) Proposal Form - Attachment A
- (2) Price Schedule – Attachment B
- (3) Vendor Questionnaire and References - Attachment C
- (4) Exceptions to this Solicitation - Attachment D
- (5) Felony Conviction Notice - Attachment E
- (6) Conflict of Interest Form CIQ – Attachment F
- (7) Proposal Checklist – Attachment G

ATTACHMENT A

PROPOSAL FORM

**Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.**

We, \_\_\_\_\_ ,  
(Company or Applicant Name)

of, \_\_\_\_\_ ,  
(Business Address) (Zip Code)

The undersigned, having fully and carefully read and examined the Request for Proposal (RFP) Documents, Enclosures and Addenda, hereby offers to Denver City Independent School District a Proposal for **Special Education Instructional and Related Services** in accordance with the solicitation documents, and addenda at the place, price and in a manner set out therein and certifies the following;

- a. Represents that to the best of its knowledge it is not indebted to the Denver City Independent School District. Indebtedness to the District shall be basis for the non-award and/or cancellation of any award.
- b. Certifies that no suspension or debarment is in place that would preclude receiving a federally funded contract.
- c. The undersigned affirms that they are duly authorized to execute this contract, to fully comply with the terms and conditions of this Request for Proposal, including all forms and attachments included herein, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this solicitation.

Signatures: Signed and submitted by:

\_\_\_\_\_  
(Signature of person authorized to sign)

\_\_\_\_\_  
(Print name of person authorized to sign)

Name of person to contact regarding this Proposal: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_

FAX: \_\_\_\_\_



## ATTACHMENT B

### PRICE SCHEDULE

Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.

#### Part I – Service Provider Rates

No.	Description	Hourly Rate	Daily Rate
1	Physical Therapy Services	\$	\$
2	Occupational Therapy Services	\$	\$
3	Vision/Orientation/Mobility Services	\$	\$
4	Licensed School Psychology Services	\$	\$

#### Part II – Additional Services Offered:

List any additional services and applicable fees offered by the Proposer.

Item #	Description	Proposed Fee
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

## ATTACHMENT C VENDOR QUESTIONNAIRE

In submitting a Proposal, each Prospective Bidder shall also provide the following information: (Use additional sheets, if necessary.) A qualifying Proposal must address all items. Incomplete Proposals may be rejected.

### **PART I - GENERAL INFORMATION**

- 1. Prospective Bidder Information:** Provide the following information regarding the Prospective Bidder.

Prospective Bidder Name: \_\_\_\_\_

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

- 2. Remittance Information:**

Please specify the correct legal business name, contact person, address, phone and fax numbers that should be used as the remittance address by DCISD, if different from vendor information above.

Legal Business Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

### **PART II - EXPERIENCE, BACKGROUND, QUALIFICATIONS**

Prepare and submit narrative responses to address the following items:

1. Provide a brief narrative describing your company or qualifications to include the following:
  - a. History of firm or individual practice;
  - b. Services Provided;
  - c. List of Service Areas Offered as they pertain to this RFP;
  - d. Service Area;
  - e. Years of Experience; and
  - f. Number of Permanent Employees (if applicable)
2. Describe Prospective Proposers experience to include the following:
  - a. Specific experience relevant to the Services requested by this RFP.
  - b. Relevant contracts of similar size and scope performed over the past three (3) years.
  - c. Specific experience with K-12 school districts with the State of Texas.
  - d. If Prospective Proposer has previously provided services to the District, provide contract information, date, and department/campus contact person.

3. Describe your firm's capabilities in providing services for the following classifications. Include the estimated number of eligible staff members available within each specified classification pool.
  - a. Physical Therapy Services
  - b. Occupational Therapy Services
4. **Key Personnel:** Provide the service provider's educational background and professional experience.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the District and relevant experience on projects of similar size and scope. For each service provider that would be assigned to the District's account, provide a copy of their professional license in the proposal submittal.
6. Has the Service Provider had any complaints filed with the Texas Department of Health or any other state or federal oversight body regarding services rendered? Yes ☐ No ☐ If yes, please state the total number and results of each.
7. Has a Fidelity Bond, Errors and Omissions and/or Malpractice insurance ever been cancelled or non-renewed? Yes ☐ No ☐ If yes, please explain.
8. Has the Service Provider or anticipated subcontractor(s) been involved in litigation or administrative action with a client within the last five (5) years arising from services provided? Yes ☐ No ☐ If yes, please provide the status and/or disposition of the proceedings
9. **Additional Information.** Identify any additional skills, experience, qualifications, and/or any other relevant information about the Prospective Bidders qualifications.

### **PART III - PROPOSED PLAN**

Prepare and submit narrative responses to address the following items:

1. **Sample Reports:** Submit with proposal response, sample report forms currently used for each service category Proposer is offering.
2. **Agreement:** The Contractor should be prepared to sign the attached Standard Service Agreement between District and Contractor, attached as Exhibit A. Any proposed change to the Agreement must be submitted with the Proposal.
3. **Additional Information:** Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

**PART IV - REFERENCES:** Provide a minimum of three (3) references that Respondent has provided like services or supplies to within the past three (3) years, preferably with K-12 School Districts. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided.

#### **Reference 1:**

Company/District Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:


**Reference 2:**

Company/District Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:


**Reference 3:**

Company/District Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:


**ATTACHMENT D**  
**EXCEPTIONS TO THIS SOLICITATION**

Does the Prospective Bidder have any deviations to any conditions and/or specifications/scope of services listed in this document?

☐ No

☐ Yes

If yes, noted in writing herein. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional Pages if necessary)

Note: Each exception must be clearly defined and referenced to the proper section and paragraph in this Solicitation.

## ATTACHMENT E

### FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION (**Sign under ITEM A**)

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.

**VENDOR'S NAME:** \_\_\_\_\_

**AUTHORIZED COMPANY OFFICIAL'S NAME:** \_\_\_\_\_

A. My firm is a **publicly-held corporation**; therefore, this reporting requirement is not applicable.

**Signature of Company Official:** \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

**Signature of Company Official:** \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_  
(Attach additional sheet if necessary.)

Details of Conviction(s): \_\_\_\_\_  
(Attach additional sheet if necessary.)

Signature of Company Official: \_\_\_\_\_

# ATTACHMENT F

## CONFLICT OF INTEREST FORM

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> <hr/> Date Received	
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.		
<hr style="width: 50%; margin: 0 auto;"/> Name of Officer		
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </p>		
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b>		
<hr style="width: 80%; margin: 0;"/> Signature of vendor doing business with the governmental entity		<hr style="width: 80%; margin: 0;"/> Date

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 11/30/2015

## ATTACHMENT G

### PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they appear in the correct order.

Placement Order in Proposal	Document	Check to Indicate included in Proposal
1	*Proposal Form - Attachment A	
2	Price Schedule – Attachment B	
3	Vendor Questionnaire and References - Attachment C	
4	Exceptions to this Solicitation - Attachment D	
5	*Felony Conviction Notice - Attachment E	
6	*Conflict of Interest Form CIQ - Attachment F <a href="http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm">http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm</a>	
	<b>Hard Copy Submission:</b> Proposal copies should be provided as follows: One (1) Original deliver by mail AND  BY EMAIL : cathy.guetersloh@dcisd.org	

Documents marked with an asterisk (\*) on this checklist require a signature. Be sure they are signed prior to submitting proposal.