



Manor Independent School District
Purchasing

10335 US Highway 290 East, Manor, Texas 78653
512-278-4000 | www.ManorISD.net | @ManorISD

TO: **MAXIM HEALTHCARE STAFFING SERVICES, INC.**

FROM: **Manor Independent School District**

SUBJECT: **Adoption of an Awarded Contract through the Central Texas Purchasing Alliance ("CTPA")**

Manor Independent School District ("District"), as a member in good standing of the Central Texas Purchasing Alliance ("CTPA") and in accordance with Section 791.001 of the Texas Government Code, is requesting agreement by School Innovations & Achievement ("Contractor") to adopt the following contract:

WACO ISD Contract #: RFP # 22-1232
Manor ISD Contract #: #933(HLTH)24-04
Contract Title: Special Education Consulting Services
Contracting CTPA District: WACO ISD
Initial Contract Start Date: November 17, 2022
Initial Contract End Date: November 30, 2026

By adopting this contract from another CTPA member district, the 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 by executing this document. The goods and services provided under this contract will be at the same or better contract pricing and purchasing terms established by the originating district. The base terms and conditions of the initial award shall remain as originally awarded.

The District shall be responsible for the management of the adopted contract and all payments to the contracted vendor. The originating district shall have no responsibilities under this agreement.

Manor ISD Authorization

Authorized Signer

Name

Title

Date


JEFFREY SOLOMON

CHIEF FINANCIAL OFFICER

08/29/2023

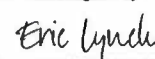
Contract DocuSigned by:

Authorized Signer

Name

Title

Date


Eric Lynch

BC748FA6A7B14A4...

Eric Lynch

Assistant Controller

26-Jul-23

Subject: Waco ISD eBid System Bid Award Notification: 22-1232 (Special Education Consulting Services)



Waco ISD eBid System <WacoISD@customer.ionwave.net>
to Graceon Ehrman

Thu, Jan 26, 4:2

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Dear Supplier,

The following opportunity has been awarded. You were awarded items and can view award information online.

Award Notes:

Bid Opportunity Information

Bid Number: 22-1232

Bid Title: Special Education Consulting Services

Issue Date: 10/7/2022 05:39:11 PM (CT)

Close Date: 11/16/2022 02:00:00 PM (CT)

Bid Notes

This bid is being issued to solicit qualified vendors and or individuals which can provide consulting services in the areas of Diagnosticians, Physical Therapy, Speech Therapy, Occupational Therapy, Licensed Specialist in School Psychology, Orientation Mobility, Testing and Referrals.

Bid Contact Information

Judy Monroe Buyer

501 Franklin, Suite 401

Waco, TX 76701 USA

(254) 755-9458

(254) 955-9688

judy.monroe@wacoisd.org

[Click Here to View Opportunity](#)

Questions about this system can be directed to:

Purchasing

Phone: 254-755-9458



Chrissie Bryant <chrissie.bryant@manorisd.net>

Maxim WISD CTPA contract

2 messages

Graceon Ehrman <kaehrman@maximstaffing.com>

Thu, Jul 13, 2023 at 6:45 PM

To: Diana Riosrodriguez <diana.riosrodriguez@manorisd.net>, "chrissie.bryant@manorisd.net" <chrissie.bryant@manorisd.net>

Cc: Rebecca Rodriguez <rebecca.rodriguez@manorisd.net>

Good evening, Diana!

I appreciate you meeting with me today and enjoyed finally putting a face to the name!

Below are the rates we awarded from the Waco ISD RFP that would apply to the Health Services' and Whole Child Department's needs.

- LPC: \$73
- LMSW/LCSW: \$75
- LVN: \$50
- RN: \$60
- Medical Assistant: \$30
- Certified Nursing Assistant: \$35

As discussed, my team will begin sourcing for both LVNs and RNs to fill your priority needs at Manor Middle and OME. The priority is not license hierarchy, but identifying high quality nurses with strong skillsets. I will send resumes as soon as we have people interested!

I was able to connect with Chrissy before heading out of Manor today! She let me know that as soon as the rates are approved she will start processing the paperwork for the CTPA adoption for the Waco ISD contract and board approval. The deadline for everything to be submitted for the August board meeting is 8/1.

Chrissy – I went ahead and attached all of the documents from Waco ISD that should be needed to complete the CTPA adoption form, but let me know if you need anything else!

Please don't hesitate to give me a call/text/email if there is anything else I can do to make your lives a little easier ☺

Best,

Graceon



Kathryn 'Graceon' Ehrman, M.S., SLP /

Business Development Manager

Educational Services

Maxim Healthcare Staffing

Phone: 512-340-9174 / Cell: 740-219-0882

3636 Executive Center Dr. Suite 150

Austin, TX 78731

www.maximstaffing.com



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From: Waco ISD eBid System <WacoISD@customer.ionwave.net>

To: Graceon Ehrman <kaehrman@maximstaffing.com>

Cc:

Bcc:

Date: Thu, 26 Jan 2023 22:27:17 +0000

Subject: Waco ISD eBid System Bid Award Notification: 22-1232 (Special Education Consulting Services)

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Judy Monroe Buyer
501 Franklin, Suite 401
Waco, TX 76701 USA
(254) 755-9458
(254) 955-9688
judy.monroe@wacoisd.org

[Click Here to View Opportunity](#)





Questions about this system can be directed to:

Purchasing
Phone: 254-755-9458
Fax: 254-755-9688

BIDAWARDNOTIFY - 1/26/2023 04:27 PM (CT)

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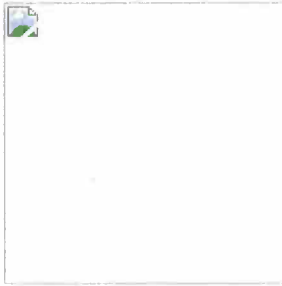
4 attachments

-  **Waco ISD eBid System Bid Award Notification: 22-1232 (Special Education Consulting Services).eml**
9K
-  **Maxim Proposal to Waco ISD for Special Education Consulting Services v3.pdf**
3405K
-  **Waco ISD RFP terms.docx**
1900K
-  **CTPA TEMPLATE Contract Adoption Form 20150701 (3).docx**
18K

Diana Riosrodriguez <diana.riosrodriguez@manorisd.net>
To: Graceon Ehrman <kaehrman@maximstaffing.com>
Cc: "chrissie.bryant@manorisd.net" <chrissie.bryant@manorisd.net>, Rebecca Rodriguez
<rebecca.rodriguez@manorisd.net>

Mon, Jul 17, 2023 at 2:21 PM

Chrissie and Graceon,
can you please tell me what my next steps are? Thank you.
[Quoted text hidden]



#ScholarsFirst

Diana Rios-Rodriguez, MSN, BSN, RN

Director Health & Wellness

Manor Independent School District
312 W Murray Ave, Manor TX 78653

Pronouns: she/her/hers

Phone: 512-278-4093

Cell: 512-673-7422

Cell for COVID-19 Nurse 512-569-7968

Email: diana.riosrodriguez@manorisd.net



MAXIM HEALTHCARE STAFFING SERVICES, INC.

Proposal to Waco Independent School District for Special Education Consulting Services

RFP No. 22-1232

Due by: November 7, 2022 @ 2:00 PM



Submitted by:

Graceon Ehrman, Business
Development Manager
3636 Executive Center Dr. Suite 150
Austin, Texas, 78731

Phone: 512.340.0171

E-mail:

kaehrman@maximstaffing.com

www.maximstaffing.com

Submitted to:

Judy Monroe, Buyer
501 Franklin Ave
Waco, Texas, 76703

Phone: 254.755.9458

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QUALIFICATIONS AND EXPERIENCE

With more than 70 brick and mortar staffing offices nationwide, Maxim Healthcare Staffing Services (Maxim) is able to attract special education, nursing, and related services professionals in Texas as well as throughout the country to work for the Waco ISD. Maxim employs more than 27,000 healthcare professionals across a variety of modalities and specialties, enabling Waco ISD to access the necessary personnel resources to deliver services for your educational program.

Maxim's collaborative educational services staffing approach has garnered the trust of over 2,000 Educational customers including; local districts, charter and private schools. As one of the largest suppliers of Related Services staffing, Maxim currently partners with several of the largest public school districts in the US, including **Los Angeles Unified School District (CA)**, **Clark County School District (NV)**, **Houston Independent School District (TX)**, **Hillsborough County Public Schools (FL)**, **Fairfax County Public Schools (VA)**, **Gwinnett County Public Schools (GA)** and **Wake County Public Schools (NC)**.

Quality care starts with our commitment to truly understanding the dynamics of Waco ISD and your students. Because we are closely connected to the community, and have a local presence, we understand how to attract and retain qualified providers who are the perfect fit for your education needs, your culture, and the local community and students you serve.

Maxim is one of only a few US companies with comprehensive experience servicing all areas of school-based health services, many of which are covered under the Individuals with Disabilities Education Act (IDEA). Maxim's core competences in this sector include but are not limited to:

One-on-one nursing for medically fragile students	Psychologists and other mental health staffing
Substitute district nursing	Behavioral Technicians
Special Education teachers	Comprehensive ABA service
Diabetic assistance	Audiology/vision screenings
Diastat training	Immunizations
Speech Language Pathologists	Medicaid reimbursement maximization
Occupational and Physical Therapists	Sign Language Pathologists
Licensed Clinical Social Workers	COVID-19 Services (testing, tracing, and vaccinations)

Additionally, Maxim provides a variety of skilled-nursing services to students in group settings or on an individualized basis and is able to cater to the specific needs of children with profound developmental disabilities in the home setting, throughout the school day, and on field trips. Maxim's nurses provide exceptional care to students with the following conditions and medical equipment needs:

Allergies	Asthma	Alternative Augmentative Communication
Autism & Asperger Syndrome	Brain Injuries	Cerebral Palsy
Behavior/Intellectual Disabilities	Cognitive Delays	Diabetes
Chromosomal Anomalies	Gastrostomy Tube	Learning Disability
Early Intervention	Seizure Disorders	Social and Emotional/Behavioral Disorders
Muscular Dystrophy	Tracheotomy Care	Ventilator Care
Speech and Language Delays		

Maxim has developed effective and efficient standard operating procedures that when combined with our robust candidate database, will allow us to successfully meet, if not exceed, the special education services needs of Waco ISD, your students, and your educator population.

Local Presence

Maxim is a respected provider of healthcare staffing services in the State of Texas for over 34 years. Our local presence allows us to staff and manage educational programs with individuals from the communities they will serve, providing the Waco ISD's population a chance to work with someone who understands the local socio-economic and environmental dynamics and its effect on the population.

Maxim has over 15,000 active healthcare professionals across the nation, in addition to a candidate pool of 200 healthcare professionals across the behavioral modality in the state of Texas. Presently, Maxim has 3 offices across the state:

State Client List

Maxim provides services to the following school districts in the state of Texas.

District	Services
Aldine Independent School District	LPNs and RNs
All Saints Episcopal School	LPN
Austin Independent School District	Behavior Techs, Education, Diagnosticians, LPN, Psychologist, RN, SLP, Sped Teacher, Teacher Orientation and Mobility
Belton Independent School District (BISD)	Psychologists and Sped Teachers
East Central Independent School District	Diagnosticians, OTS, Sped Teachers, SLPs
Fort Bend Independent School District	LPNs and RNs
Hays Consolidated Independent School District (ISD)	LPN
Houston Independent School District	BCBAs and LPNs
IDEA Public Schools	Education Diagnosticians, Psychologists, SLPs

Katy Independent School District	RNs
Killeen Independent School District	Psychologist, Psychologists, SLIs, Sped Teachers, SLPs
Legacy Traditional Schools Cibolo	SLPs, Sped Teacher
Manor Independent School District	Education Diagnostician, LPNs, Psychologists, SLPs
NorthEast ISD	Psychologist
Plano ISD	BCBA, Behavior Techs
Region 10 Educational Service Center	LPN
Round Rock Independent School District	LPNs and RNs
San Antonio Independent School District	LPNs, and Psychologists
San Marcos CISD	LPNs and RNs
Spring Branch Independent School District	LPN
Uplift Education	LPN

Waco ISD Relationship Team

Mr. Jadd Martinez, Director of Educational Services, has over 18 years of experience developing innovative healthcare solutions for educational clients across the country. Mr. Martinez and his team will work in conjunction with **Graceon Ehrman, Business Development Manager**, who will serve as the primary point of contact for the Waco ISD during the procurement and program implementation phase. **Emily Anthon, Director of Business Development**, will serve as the backup point of contact to ensure continuity of service. **Graceon and Emily**, serve as the leaders of Maxim's Austin Office healthcare services operations and will share responsibility in planning, implementing, and managing the services proposed to the Waco ISD. Maxim's business leadership team is supported by Healthcare Recruiters/Staffing Coordinators, who will recruit Special Education Consulting personnel, and handle Waco ISD requests and scheduling.

Resumes



Jadd Martinez

National Director of Educational Services

Summary

Jadd began his career with Maxim as a Recruiter in 2003. From there he was promoted to Accounts Manager in 2005 where he spent the next four years running the Santa Maria, CA office. In 2009, he transitioned into a Director of Business Development, and in 2014 was asked to lead as the National Director of Educational Services.

Key Service Capabilities and Responsibilities

- ▶ Consultative approach
- ▶ Contract Implementation
- ▶ Focus on consistency in service delivery
- ▶ Team development
- ▶ Transparency and Accountability
- ▶ Consistent follow up and follow through
- ▶ Client relationship building
- ▶ Market strategy

Jadd's experience as a Recruiter and Accounts Manager afforded him the opportunity to learn all facets of Maxim's services, with a concentrated focus on operations and business development. In his current role, Jadd is responsible for building an overall strategy and vision for Maxim's Educational Services division. Aligning resources to effectively deliver the full complement of Maxim's services is imperative to the continued growth of this division.

Key Clients

Broward County Public Schools (1997 – present)

Maxim has been a longstanding partner with Broward County Public Schools, providing high quality LPN and RN services to over 30 school sites throughout the district. Maxim provides a wide range of healthcare services to students with various diagnoses (diabetes, G-tube's, respiratory issues, tracheotomy care, seizure monitoring, and catheterizations).

Los Angeles Unified School District (2004 – present)

Maxim provides IEP and 504-specific services to LTBE DISTRICT (one-on-one nursing for medically fragile students on trach's, g- tubes and ventilators, and healthcare aides). Maxim also provides high quality staff to assist with LTBE DISTRICT's diabetic assistance program, and has a school clinical supervisor in place to oversee healthcare delivery and competency.

Pittsburgh Public Schools (2010 - present)

Maxim is currently the prime vendor for healthcare services with Pittsburgh Public Schools, and currently provides over 100 healthcare professionals to schools throughout the district. Maxim has partnered with PPS to implement an ACCESS education training for healthcare providers, which has increased district Medicaid reimbursement by over \$800k.

Additional Experience

Prior to joining Maxim, Jadd worked for Premier Parks as an Operations Supervisor where he managed a team of 150+ employees, built out Standard Operating Procedures and implemented training programs to increase safety and customer service. His accomplishments at Premier Parks resulted in receipt of the Ellis & Associates highest awards for safety and training.

Educational Background and Achievements:

- ▶ Pepperdine University, B.A., International Management – 2003
- ▶ American Red Cross: BLS Instructor Trainer
- ▶ American Heart Association: BLS Instructor

Emily Anthon

Director of Business Development



Summary

Emily started her career with Maxim Healthcare as a Recruiter in 2014. From there she held a variety of positions from Account Recruiting Manager to Business Development Manager and now Regional Director over Educational Services. Her current role as Director of Business Development for the west spreads her from CA, through AZ, TX, NM, NV, UT, NE, and MO.

Key Service Capabilities and Responsibilities

- ◆ Business Development leader
- ◆ Consultative and transparent approach
- ◆ Mentor, trainer, teacher
- ◆ Ensuring consistency in service delivery
- ◆ Development of school support teams
- ◆ Research, data, and market intelligence
- ◆ Special Education and school system subject matter expert

As Director of Business Development for Educational Services, Emily will work side by side with local office leaders assisting them with daily tasks. Emily's experience as a Recruiter and Business Manager and now Director has given her the opportunity to learn all facets of Maxim's educational services to help serve her local leaders and clients.

Key Clients Peoria USD

- | | |
|-------------------|-----------------|
| ◆ Dysart USD | ◆ Isaac SD |
| ◆ Deer Valley USD | ◆ Phoenix UHSD |
| ◆ Scottsdale USD | ◆ Glendale UHSD |
| ◆ Litchfield ESD | ◆ Glendale ESD |

Educational Background and Achievements

University of Missouri

Columbia, MO

2010 - 2014

Graceon Ehrman

Business Development Manager



Summary

Graceon began her career with Maxim as a Recruiter in 2021. Over the course of her time as a recruiter she impressed Maxim with her leadership and less than one year later, transitioned into a Business Development Manager for educational services.

Key Service Capabilities and Responsibilities

- ▶ Consultative approach
- ▶ Transparency and Accountability
- ▶ Consistent follow up and follow through
- ▶ Focus on consistency in service delivery
- ▶ Client relationship building
- ▶ Team development

Experience

Business Development Manager, Educational Services, Maxim Healthcare Staffing Services – 2022 to Present

- ▶ Responsible for overall development and execution of the marketing and business development strategy for market
- ▶ Engages customers in-person to educate on the services, features and benefits of the company and services
- ▶ Develops pursuit plan target accounts each year with a target annual gross profit goal
- ▶ Deliver exceptional customer service to customers/clients; troubleshooting and resolving conflicts
- ▶ Achieve budget financial targets year over year
- ▶ Interview, hire, lead, develop and manage the performance of the recruiting and delivery team
- ▶ Collaborates with Clinical and Operational team

Educational Services Recruiter – Maxim Healthcare Services/Staffing Division – September 2021 to July 2022

- ▶ Attract quality candidates, and develop compensation recommendations
- ▶ Provide leadership, teaching, coaching and directing the internal recruitment team members
- ▶ Develop and implement customer and caregiver retention strategies
- ▶ Participate in recruitment, evaluation and hiring of team managers
- ▶ Manage and discipline, as needed, external field staff while on assignment
- ▶ Ensure client and referral source expectations are understood and met

Education

Miami University

B.S. Degree in Speech Pathology and Audiology

Baldwin Wallace University

M.S. Degree in Speech Pathology

SERVICE OFFERINGS

Educational Diagnostician

Maxim's Educational Diagnosticians assess and diagnose the learning problems of students. They work within the scope of a multidisciplinary team of professional to make decisions regarding the placement and support of students with learning disabilities. Working with the scope of a multidisciplinary team to assess students, plan a course of action for students, and monitor the progress of a student within the school system, our diagnosticians provide the following services:

- ▶ Receives student referrals and evaluates within the appropriate timelines established by the School District
- ▶ Assists in the selection of evaluation materials and equipment maintenance
- ▶ Uses course of action determined by the team to implement and track the program developed by the multidisciplinary team
- ▶ Collects data from student folders, teachers, support staff, parents, and any other outside personnel involved in the program • Evaluates the assessment program and implements changes as needed
- ▶ Completes reports and evaluations logs as required by the School District and state/federal guidelines
- ▶ Communicates with parents, teachers, and staff on progress of the student
- ▶ Remains informed regarding state and federal guidelines as it relates to special education
- ▶ Plans, develops, and implements training for School District staff and teachers

Occupational Therapy Services

Assessments

The occupational therapist is skilled in providing informal assessments to determine whether there is deficiency or incapacity in the assessment areas. As a member of the school-based team, Maxim's occupational therapist, through a semi-structured interview with the student, conducts an assessment in the following areas:

Motor Planning	Visual – Motor Skills	Self – Regulation
Sensory Processing	Upper Extremity use	Gross Motor Control
Activities of Daily Living (ADLs)	Visual – Perceptual Skills	

The standardized recommended AOTA assessment tools are used along with therapist observations, informal and formal assessments, and parent and school-based staff interviews to evaluate for a disability.

Screening and Evaluations

An occupational therapist will evaluate the student in the age-appropriate areas for the following:

Motor Planning	Upper Extremity Use
----------------	---------------------

<ul style="list-style-type: none"> ◆ Crawling ◆ Jumping ◆ Locomotor Skills ◆ Balance ◆ Throw–Catch–Clap ◆ Peg-Test ◆ Grasp Strength 	<ul style="list-style-type: none"> ◆ Fractures and Amputations ◆ Arthritis and Rheumatic Diseases ◆ Crush and Cumulative Injuries or Trauma ◆ Dislocations and Subluxations ◆ Ligament Injury and Instability ◆ Muscle Strains, Tears, and Avulsions ◆ Tendon injuries and Conditions ◆ Nerve Injuries, Conditions, and Pain ◆ Thermal and Electrical Injuries ◆ Neuromuscular Pathologies
Self-Regulation	
<ul style="list-style-type: none"> ◆ Understanding and Managing Emotions ◆ Processing and Integrating Sensory System ◆ Executive Functioning Tasks 	
Visual-Motor Skills	Gross Motor Control
<ul style="list-style-type: none"> ◆ Oculomotor Ability ◆ Visual Perception ◆ Motor Control 	<ul style="list-style-type: none"> ◆ Balance ◆ Bilateral Coordination ◆ Upper Extremity Coordination
Sensory Processing Skills	Activities of Daily Living (ADLs)
<ul style="list-style-type: none"> ◆ Vision ◆ Auditory ◆ Olfactory ◆ Tactile ◆ Tasting ◆ Vestibular ◆ Proprioceptive 	<ul style="list-style-type: none"> ◆ Mobility ◆ Emergency Communication ◆ Dressing ◆ Elimination/Bathing/Hygiene ◆ Eating
	Visual-Perceptual Skills
	<ul style="list-style-type: none"> ◆ Acuity ◆ Visual Field and Attention Deficits ◆ Oculomotor Dysfunction

Physical Therapists

Assessments

The physical therapist is skilled in providing informal assessments to determine whether there is deficiency or incapacity in the assessment areas. As a member of the school-based team, Maxim's physical therapist, through a semi-structured interview with the student, conducts an assessment in the following areas:

◆ Posture and Positioning	◆ Manipulative Skills
◆ Range of Motion	◆ Mobility
◆ Equilibrium and Protective Reactions	◆ Muscular and Cardiopulmonary Systems Strength

The standardized APTA recommendations are used along with therapist observations, informal and formal assessments, and parent and school-based staff interviews to evaluate for a disability.

Screening and Evaluations

A physical therapist will evaluate the student in the age appropriate areas for the following:

Posture and Positioning	Manipulative Skills
-------------------------	---------------------

<ul style="list-style-type: none"> ◆ Posterior Postural ◆ Lateral Postural ◆ Anterior Postural ◆ Seated Postural 	<ul style="list-style-type: none"> ◆ Gross Motor ◆ Fine Motor ◆ Sensory and Balance ◆ Strength and Endurance
Range of Motion	Mobility
<ul style="list-style-type: none"> ◆ Back and Lateral Flexion ◆ Neck and Neck Lateral Bending/ Rotation ◆ Hip Backward Extension/Flexion/Adduction/Abduction ◆ Knee Flexion ◆ Shoulder Abduction/Adduction/Flexion/Extension ◆ Elbow ◆ Forearm Pronation/Supination ◆ Ankle Flexion/Extension ◆ Wrist/Radial/ulnar/ ◆ Thumb MP/IP Joints 	<ul style="list-style-type: none"> ◆ Joint integrity and mobility ◆ Joint play movements ◆ Specific body part mobility ◆ Heart Rate ◆ Blood Pressure ◆ Rate-Pressure Product ◆ Respiratory Muscle Strength ◆ Breathing Patterns ◆ Chest Mobility and Breath Sounds
Equilibrium and Protective Reactions	
<ul style="list-style-type: none"> ◆ Balance ◆ Coordination 	<ul style="list-style-type: none"> ◆ Proprioception ◆ Postural Control

Speech & Language Pathologists (English and Spanish)

Assessments

As a member of the school-based team, Maxim's speech-language specialist uses school-issued standardized assessments in language functioning, pragmatics, and social skills. The speech-language pathologist is skilled in providing informal assessments to determine whether there is deficiency or incapacity in speech and language. The standardized assessment tools are used along with therapist observations, informal and formal assessments, and parent and school-based staff interviews to evaluate for disability.

Screening and Evaluations

A speech-language specialist will evaluate the student in the following areas:

Speech Sound Production	Cognition
<ul style="list-style-type: none"> ◆ Articulation ◆ Apraxia of speech ◆ Dysarthria ◆ Ataxia ◆ Dyskinesia 	<ul style="list-style-type: none"> ◆ Attention ◆ Memory ◆ Sequencing ◆ Problem solving ◆ Executive functioning
Resonance	Language (comprehension and expression)
<ul style="list-style-type: none"> ◆ Hypernasality ◆ Hyponasality ◆ Cul-de-sac resonance ◆ Mixed resonance 	<ul style="list-style-type: none"> ◆ Phonology ◆ Morphology ◆ Syntax ◆ Semantics

<ul style="list-style-type: none"> ◆ Pitch ◆ Loudness ◆ Respiration 	<ul style="list-style-type: none"> ◆ Pragmatics (language use, social aspects of communication) ◆ Literacy (reading, writing, spelling) ◆ Prelinguistic communication (e.g., joint attention, intentionality, communicative signaling) ◆ Paralinguistic communication
Fluency	Feeding and Swallowing
<ul style="list-style-type: none"> ◆ Stuttering ◆ Cluttering 	<ul style="list-style-type: none"> ◆ Oral, pharyngeal, laryngeal, esophageal ◆ Orofacial myology (including tongue thrust) ◆ Oral-motor functions

School Psychologists

Our robust candidate database presently includes approximately 2,500 school psychologists. Maxim's school psychologists can provide pre-referral consultation, intervention, and/or response to intervention (RTI) as well as screen and identify students referred for possible exceptional education services.

Essential Duties	
Conduct pre-referral consultation/intervention/RTI	
<ul style="list-style-type: none"> ▶ Act as a standing member of the pre-referral team within the District ▶ Observe the student(s) ▶ Consult with the District teachers to add instructional strategies/interventions 	<ul style="list-style-type: none"> ▶ Serve as an assessment specialist who can: ▶ Screen at-risk students for intervention ▶ Monitor progress during intervention ▶ Assess instructional strategies
Monitor response to curriculum modification	
<ul style="list-style-type: none"> ▶ Serve as an instructional intervention specialist who plans intervention and individual education programs on the basis of all necessary curriculum components and implements or supervises the implementation of intervention 	
Participate in on-going training/in-servicing-related activities	
<ul style="list-style-type: none"> ▶ Serve as a technical assistant to support the implementation of RTI 	
Conduct an evaluation of each student assigned that shall include (but is not limited to):	
<ul style="list-style-type: none"> ▶ Conducting pre-diagnostic meetings to determine scope and sequence of needed evaluations ▶ Interviewing the child ▶ Observing classroom behaviors ▶ Consulting the child's parents and teacher(s) ▶ Reviewing the child's academic history and current educational functioning 	<ul style="list-style-type: none"> ▶ Administering specialized evaluations specific to the nature of the child's problems ▶ Conducting Functional Behavior Analysis for student, if required ▶ Helping create Behavior Intervention Plan for student, if required (consultation with team members required for this) ▶ Attending pre-referral and screening team meetings in buildings assigned

- ▶ Conducting psycho-educational evaluations of the child's learning process and level of educational achievement

- ▶ Participating in the extended IEP team meetings and other such procedures as necessary

As part of the team, determine the nature of a child's problems through a full case study evaluation. When necessary, participate in:

- ▶ Parent conferences
- ▶ Classroom observations
- ▶ Extended IEP team meetings

- ▶ Case follow-ups
- ▶ Consultations with teachers, the other diagnosticians assigned to the case, supervisors, and social workers

Board Certified Behavior Analyst (BCBA) and Behavior Therapist Services

Maxim maintains a talent pool of Board Certified Behavioral Analysts (BCBAs) that offer behavioral health services to schools and students who fall under IDEA and whose behavior hinders their ability to participate in activities of daily living and their educational performance. Our BCBAs are highly skilled mental health professionals that perform an array of health care related functions. Whether it's the students, teachers, or parents, Maxim's BCBAs perform industry standard health assessments to evaluate social, emotional, and behavioral problems. These evaluations help to foster Behavior Intervention Plans (BIPs) that are in line with the state director's office and the Peer Review Committee. Multiple parties are in attendance at these assessments; however, the BCBA will have the lead role during and in determining the BSP. Our BCBAs observe students in their classroom environment, collect and analyze this data, confer with parents and teachers and ultimately develop the BSP. The BCBA will train the collaborative classroom team on how to implement the plan and monitor the student's progress. Our BCBAs duties consist of the following:

- ▶ Acts as a resource to the Child Study Team and District Threat Assessment Team for a student who exhibits social/emotional/behavioral difficulties
- ▶ Completes classroom observations for students exhibiting social/emotional/behavioral needs
- ▶ Assists the general education teacher in supporting students that exhibit social/emotional/behavioral needs within the general education setting
- ▶ Participates as a member of the Multidisciplinary Evaluation Team (MET) to determine if a student has social/emotional/behavioral needs or meets eligibility criteria
- ▶ Participates in Individual Education Plan (IEP) team meetings to collaborate on initial, annual, and review IEPs for a student with social/emotional/behavioral needs
- ▶ Implements and provides the related services of social/emotional/behavioral support written in students' IEPs
- ▶ Conducts, participates and collaborates on Functional Behavioral Assessments (FBA)
- ▶ Consults and/or writes contracts or Behavior Intervention Plans and conducts fidelity checks
- ▶ Assists teachers and staff in the implementation of contracts or Behavior Intervention Plans
- ▶ Consults with administration and staff on alternatives to suspension
- ▶ Monitors progress toward behavior goals in the frequency indicated on the IEPs and provide communication to students' parents/guardians (at least quarterly) as required by IDEA
- ▶ Attends required Behavioral Health Specialist team meetings and ARD meetings

- ▶ Works with school staff to establish a schedule to provide student services
- ▶ Creates a safe environment conducive to student learning
- ▶ Conducts school and district wide training in areas including, but not limited to principles of Applied Behavior Analysis, behavior management strategies, and behavioral goal writing and implementation.

Pre-Referral

Progressive instruction is established to match personal care and organization, play and peer interactions, following routines, classroom tool use, work behaviors, and posture/positioning for students not making adequate progress in the regular classroom during an RTI. Intensity will vary depending on frequency and duration of intervention services. Services are provided in either a small group or one-on-one setting in addition to instruction in the grade level curriculum.

Referral

When a concern may unfavorably affect the student's school performance, the classroom teacher, Maxim's BCBAs and therapists, and the parent/guardian meet to determine whether an evaluation is necessary. Evaluation procedures are completed with parental permission.

Assessments

The BCBAs and therapists will conduct a pre-assessment with the student, classroom teacher, and family members. Assessments include, but are not limited to the following activities.

- ▶ Observe student/behaviors in classroom and school setting
- ▶ Conduct semi-structured interviews with teacher and school staff, student, and family members
- ▶ Review student's academic and behavioral history
- ▶ Conduct Functional Behavior Assessment, if required
- ▶ Create Behavior Intervention Plan with IEP team, if required

Consultation and Diagnosis

Depending on the services the student receives, Maxim's BCBAs and therapists may consult with the classroom teacher to understand the curriculum and projects/books/topics being covered in class. In addition, the BCBA will ask how the student is behaving in daily activities in the classroom and other settings. Consultations can occur during scheduled IEP meetings, or meetings can be scheduled between school and IEP team members. The BCBA and therapists can also meet with the classroom teacher individually to discuss the student.

Treatment, Intervention, Management

Maxim's BCBAs and therapists can work with Waco ISD and students' families to:

- ▶ Develop, select, and prescribe alternative skills and strategies for daily activities
- ▶ Build service delivery decisions such as eligibility for services, frequency and duration of services, short- and long-term goals, continuation and release of services across the continuum of care
- ▶ Provide support and early intervention for students with behavioral needs

- ▶ Act as case manager, service coordinator, and member of IEP/IFSP and transition team
- ▶ Address behaviors and environments that affect behavior, emotion, and abilities.

School and Family Collaboration

Maxim's BCBA's and therapists can collaborate with Waco ISD and students' families to:

- ▶ Provide services to students and their families/caregivers
- ▶ Participate in care teams, plan lessons with educators, and serve on IEP consultations
- ▶ Support funding process for behavioral health-related tools and services
- ▶ Act as case manager, service coordinator, and member of IEP/IFSP and transition Team

Documentation

As part of the documentation process, BCBA's and therapists will:

- ▶ Use collected student data to enhance clinical decision making and determine the appropriate plan
- ▶ Document delivery of services in accordance with acceptable practices and procedures in the school setting

PRICING

Service Provided	Hourly Rate
Diagnostician	\$75
Bilingual Diagnostician	\$78
Physical Therapy	\$90
Physical Therapy Assistants	\$78
Speech Language Pathologists	\$100
Bilingual Speech Language Pathologist	\$110
Speech Language Pathology Assistant	\$70
Bilingual Speech Language Pathology Assistant	\$80
Occupational Therapist	\$90
Certified Occupational Therapy Assistant	\$78
Licensed Specialist in School Psychology	\$87
Bilingual LSSP	\$95
Orientation and Mobility Specialist	\$75
Teacher of Visual Impaired	\$71
Teacher of the Deaf and Hard of Hearing	\$71
Board Certified Behavior Analysis	\$105
Registered Behavioral Technician	\$50
Audiologist	\$90
Special Education Teachers	\$70
SLI	\$67
LPC	\$73
LMSW/LCSW	\$75
Paraprofessional Level I	\$35
Paraprofessional Level II	\$39
Licensed Vocational Nurse	\$50
Registered Nurse	\$60
Medical Assistant/Contact Tracer	\$30
Certified Nursing Assistant	\$35
General Education Teacher	\$65

FORMS

REPRESENTATIONS AND CERTIFICATIONS FORM

Please review the below representations and certifications carefully and fill out any additional information as requested. By making this submission and signing below, the undersigned represents and certifies as follows:

1. Vendor is not indebted to Waco ISD. Indebtedness to the District may constitute basis for non-award and/or cancellation of any award.
2. Vendor is not under any suspension or debarment that would preclude the vendor from receiving a federally and/or state funded contract.
3. Vendor (except for publicly held corporations) or its owner or operator has not been convicted of a felony, except as disclosed below as required by Texas Education Code Section 44.034. Failure to provide notice as required or misrepresenting the conduct resulting in the conviction may result in termination of any awarded contract at the District's discretion.

Name of Felon(s): N/A

General Description of Conduct Resulting in Felony Conviction(s): N/A

4. Vendor has not prepared this submission in collusion (i.e., an agreement between two or more parties to deceive the District or defraud the District of its rights) with any other vendor, District board member, or District employee, and the contents of this submission as to prices, quality of product, quantity of product, terms and/or conditions, etc. have not been communicated by the undersigned or by any other employee, agent, representative and/or officer of the vendor to any other person engaged in this type of business prior to the official opening of this submission for the intent or purpose of collusion.
5. No District employee will have a direct financial interest in any contract the vendor may enter into with the District as a result of an award made under this Solicitation, including, but not limited to, in the sale of any land, equipment, supplies, materials or service. Any violation of this requirement will render the contract null and void, unless such contract is approved by the Waco ISD Board of Trustees after full disclosure is made below.

Name of District employee(s): N/A

Nature of Financial Interest: N/A

6. No employee of the vendor has any financial and/or familial relationship by birth or marriage (spouse, children, parents, sibling, grandparents, grandchildren, aunts, uncles, cousins, etc.) with any employee or trustee of Waco ISD, except as disclosed below.

Name of Vendor's Employee(s): N/A

Title: N/A

Name of Waco ISD Employee/Trustee: N/A

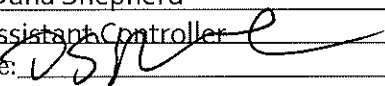
Relationship: N/A

7. Vendor (or its ultimate parent company or majority owner) is a Texas Resident with its principal place of business in the State of Texas. If vendor is not a Texas Resident, then vendor is a nonresident from the State of Maryland, wherein is located vendor's principal place of business.

8. If vendor is required to make a certification pursuant to Section 2271.002 of the Texas Government Code, vendor certifies that it does not and will not boycott Israel during the term of any contract resulting from this Solicitation. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of \$100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.
9. If vendor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, vendor certifies that it does not and will not boycott energy companies during the term of any contract resulting from this Solicitation. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of \$100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.
10. If vendor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, vendor certifies that it does not and will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of any contract resulting from this Solicitation. Vendor further certifies that it does not have a written or unwritten internal practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of \$100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.
11. Vendor's name is not on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as provided under Texas Government Code Section 2252.152.
12. If an award of a contract as a result of this Solicitation is made and the same constitutes a taxpayer resource transaction as provided under Chapter 2272 of the Texas Government Code, then subject to any exceptions therein, vendor certifies that it is not an abortion provider or an affiliate of an abortion provider. If this provision is violated by vendor, then the contract is voidable by Waco ISD and vendor agrees to indemnify Waco ISD against any action brought by the Office of the Attorney General for a violation of Section 2272.003.
13. In order to obtain and maintain a contract with the District, vendor agrees to abide by all applicable federal, state and local laws, statutes, codes, regulations, guidance, etc., including but not limited to those applicable to contracts that are funded by federal and/or state grants, as provided in the "Provisions for Contracts Awarded Under Federal & State Grants."
14. Vendor has read and understands the requirements of this Solicitation and has therefore submitted true, accurate and complete documents made in accordance with those requirements.
15. Vendor has read, understands and agrees to the "General Terms and Conditions" and any "Special Terms and Conditions" (if applicable) enclosed with this Solicitation. Vendor understands and agrees that these General and/or Special Terms and Conditions govern the relationship between the District and vendor and are hereby made an integral part of this Solicitation, any submission made under this Solicitation, and any contract entered into by and between the District and vendor as a result of an award made under this Solicitation. These General and/or Special Terms and Conditions take precedence and prevail over any conflicting terms and conditions unless specifically identified and such changes are signed by both parties.

By signing below, the undersigned certifies that he/she is a duly authorized agent, representative or officer of the vendor, with the authority and capacity to make this submission and enter into and execute binding contracts on behalf of the vendor, and declares under penalty of perjury that the foregoing representations and certifications are true and correct.

Vendor Name: Maxim Healthcare Staffing Services
Address/City/State/Zip: 7227 Lee Deforest Drive Columbia, MD 21046
Phone #/Fax #: 410.910.1500 / 410.910.2077
E-Mail Address: dashepher@maximstaffing.com
Primary Scope of Business: _____

Submitter's Name: Dana Shepherd
Submitter's Title: Assistant Controller
Submitter's Signature: 
Date: 11/3/22

Additional Certifications Required for Child Nutrition Purchases

INTANGIBLE PROPERTY¹

All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in the school district and/or purchasing cooperative, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.

Proposer Certification for "Intangible Property:"

- ☒ YES, I agree to the above. (Initial: DS)
- ☐ NO, I do NOT agree to the above. (Initial: _____)

RECORD RETENTION REQUIREMENTS²

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to the school district and/or purchasing cooperative, under this Agreement. These records and accounts shall be retained by Vendor and made available for review and copying by school district and/or purchasing cooperative for a period of not less than five (5) years from the date of completion of the services, receipt of goods, or the date of the receipt by school district and/or purchasing cooperative, of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit or compliance review has been announced, Vendor shall retain its records and accounts until such audit or compliance review has been completed. When federal funds are expended by school district and/or purchasing cooperative, Vendor further certifies that it will comply with the record retention requirements detailed in [2 CFR § 200.333](#).

Proposer Certification for "Record Retention Requirements:"

- ☒ YES, I agree to the above. (Initial: DS)
- ☐ NO, I do NOT agree to the above. (Initial: _____)

¹ Intangible Property [2 CFR 200.315](#)

² Records Retention [2 CFR § 200.333](#)

COMPLIANCE WITH ANTI-TRUST LAWS³

Pursuant to Texas Government Code § 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Added by Acts 1995, 74th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1995.

Proposer Certification "Compliance with Anti-Trust Laws:"

- ☒ YES, I agree to the above. (Initial: DS)
- ☐ NO, I do NOT agree to the above. (Initial: _____)

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT⁴

When federal funds are expended by school districts in the State of Texas, for any contract resulting from this procurement process, the vendor certifies that the vendor will comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Proposer Certification for "Compliance with Energy Policy and Conservation Act:"

- ☒ YES, I agree to the above. (Initial: DS)
- ☐ NO, I do NOT agree to the above. (Initial: _____)

COMPLIANCE WITH TEXAS FAMILY CODE PROVISION⁵

³ Anti-Trust Laws [2155.005](#)

⁴ Energy Policy and Conservation Act [Pub. L. 94-163, 89 Stat. 871](#)

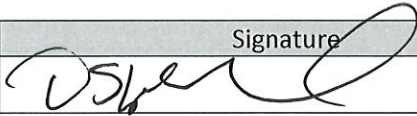
⁵ Texas Family Code [231.006](#)

Pursuant to Texas Family Code, Section [231.006](#), a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. **Select applicable certification:**

☐ The undersigned signatories each certify that each owns least twenty-five percent (25%) of the business entity submitting this proposal (whether partnership, corporation or other entity) and that each of them is not ineligible, under Section [231.006](#) of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. Each of the undersigned signatories further acknowledge that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. **NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement, note "N/A" below.**

Printed Name	Ownership (by %)	Signature
N/A		

☒ The undersigned proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is not ineligible under Section [231.006](#) of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

Printed Name	Signature
Dana Shepherd	

HEALTH AND SAFETY CERTIFICATES, LICENSING AND REGULATION⁶

Vendor certifies compliance with all applicable local, state and federal health & safety certifications, licensing, or regulations, which include, but are not limited, to facility use, food establishment, and authorized providers. If applicable, this information must be provided with the proposal response or upon request.

⁶ Health and Safety Certificates [ARM 17.62](#)

Proposer Certification for "Compliance with Health and Safety Certificates, Licensing and Regulation:"

☒ YES, I agree to the above. (Initial: DS)

☐ NO, I do NOT agree to the above. (Initial: _____)

PROHIBITED EMPLOYMENT ASSISTANCE⁷

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of the purchasing cooperative and/or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

Proposer Certification for "Employment Assistance:"

☒ YES, I agree to the above. (Initial: DS)

☐ NO, I do NOT agree to the above. (Initial: _____)

⁷ Prohibited Employee Assistance [20 USC 7926](#)

Interested Parties

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

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

"Business Entity" means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. Tex. Gov't Code § 2252.908(1).

"Interested Party" means a person:

- a who has a controlling interest in a business entity with whom the Waco ISD contracts; or
- b who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. Tex. Gov't Code § 2252.908(3).

"Controlling Interest" means:

- a an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- a membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- c service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Tex. Ethics Comm. Rule 46.3(c).

"Intermediary" means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- a receives compensation from the business entity for the person's participation;
- a communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- c is not an employee of the business entity. Tex. Ethics Comm. Rule 46.3(e).

As a "business entity," all vendors must:

complete Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

All vendors must complete Form 1295, even if no interested parties exist

In Section 2, insert "Waco Independent School District"

In Section 3, insert the Waco ISD RFP # for this proposal

print a copy of the completed form (make sure that it has a computer-generated certification number in the "Office Use Only" box)

have an authorized agent of the business entity **sign the form**

notarize the form

submit the completed, signed, notarized Form 1295, with the certification of filing, by **attaching the form to your proposal response**

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

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Maxim Healthcare Services Holdings, Inc.	
	2 Business name/disregarded entity name, if different from above Maxim Healthcare Staffing Services, Inc. (EIN: 83-2978157)	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 7227 Lee Deforest Drive	Requester's name and address (optional)
	6 City, state, and ZIP code Columbia, MD 21046	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																					
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																					
Social security number	Employer identification number																				
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8	3	-	3	0	4	3	5	7	0												

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶ <i>Jennifer Dwyer</i>	Date ▶ <i>01/03/2022</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.

Purchasing Department
501 Franklin Avenue; Waco Texas 76703
Phone: 254-755-9458
Fax: 254-755-9688



Date Issued: Friday, October 7, 2022

Request for Proposal (RFP): RFP # 22-1232 – Special Education Consulting Services

Opening Time & Date: Monday, November 7, 2022 @ 2:00 P.M. CST

Contact Person for this RFP: Judy Monroe, Buyer

Introduction & Instructions to Vendors:

Request for Proposal, RFP # 22-1232 (the "Solicitation") for **Special Education Consulting Services** has been issued and posted on Waco Independent School District's r the "District") e-bidding website. This Solicitation is for vendors that can provide Consulting Services for the Special Education in specialized areas as listed in this solicitation on an as needed basis. Solicitation packets may be viewed and submitted online at the District's e-bidding website located at <https://wisdebid.ionwave.net> before the submission deadline of **Monday, November 7, 2022 @ 2:00 P.M. CST.**

The following schedule and timelines apply to this Solicitation:

Timeline	
Date Issued	Friday, October 7, 2022 @ 5:00 P.M. CST
Last Date for Questions	Wednesday, October 19, 2022 @ 4:00 P.M. CST
Due Date for Online Submissions	Monday, November 7, 2022 @ 2:00 P.M. CST
Evaluation Period	Tuesday November 8, 2022 – Friday, November 11, 2022
Board Meeting Date	Thursday, November 17, 2022 (Subject to Change)

These timelines are subject to change at the District's discretion. It shall be sole the responsibility of the vendor to review any relevant updates and addenda on the District's e-bidding website.

Scope of Work & Consulting Specifications:

Scope of Work

The Waco Independent School District is soliciting bid responses from companies and/or individuals which will personally render services to the District on a short term, as needed, infrequent term, on a fee or per diem basis and does not involve the traditional relationship of an employee and employer situation. These vendors will provide technical, educational and administrative expertise not otherwise available to be performed by District Personnel. These services may consist of information, advice, opinions, alternatives, conclusions,

recommendations, demonstrations, or direct assistance, such as studies, analyses, evaluations, performances, and liaison. Vendors may work independently or under District staff supervision based on the type of contract. Services can include, but are not limited to the following types of services:

- Diagnosticians
- Physical Therapy
- Speech Therapy
 - Speech Language Pathologist
 - Speech Language Pathologist Assistant
- Occupational Therapy
 - Licensed Occupational Therapy Assistant
- Licensed Specialist in School Psychology
- Orientation Mobility
- Vision Specialist
- Behavior
 - Board Certified Behavior Analysis
 - Registered Behavior Technician
- Audiological Services
- Other Special Education

Minimum Qualifications and Responsibilities per Job Title

Diagnosticians:

- Master's Degree with a certification from the Texas State Board of Education Certification as an Educational Diagnostic
- Evaluate students using district approved evaluation instruments and complete an evaluation report following district guidelines.
- Attend ARD/IEP meetings and complete ARD/IEP documentation in the district approved web- based ARD/IEP program as requested.
- Maintain accurate and complete data of services provided and student progress as required by the district. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
- Maintain the duty hours of the assignment as determined by the department.

Physical Therapy:

- Physical Therapist must be currently licensed to practice physical therapy in the state of Texas.
- Evaluate students using district approved evaluation instruments and complete an evaluation report following district guidelines.
- Provide physical therapy services to individual students in the classroom using an educational delivery model, consult with teachers, staff and parents on classroom interventions and techniques.
- Attend ARD/IEP meetings and complete ARD/IEP documentation in the district approved web- based

ARD/IEP program as requested.

- Maintain accurate and complete data of services provided and student progress as required by the district. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
- Maintain the duty hours of the assignment as determined by the department.

Speech Therapy:

Speech Language Pathologist

- Master's Degree from an ASHA accredited university, Licensure by the Texas Department of Health to practice Speech Pathology in the public schools, ASHA Certificate of Clinical Competency preferred.
- Evaluate students using district approved evaluation instruments and complete an evaluation report following district guidelines.
- Provide speech therapy services to individual students, consult with teachers, staff and parents on classroom interventions and techniques.
- Attend ARD/IEP meetings and complete ARD/IEP documentation in the district approved web- based ARD/IEP program as requested.
- Maintain accurate and complete data of services provided and student progress as required by the district. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
- Maintain the duty hours of the assignment as determined by the department
- Supervise Speech and Language Assistants

Speech Language Pathologist-Assistant:

- Bachelor's degree
- Texas license as Assistant in Speech Language Pathology
- Provide speech therapy services to individual students, consult with teachers, staff and parents on classroom interventions and techniques.
- Attend ARD/IEP meetings and complete ARD/IEP documentation in the district approved web- based ARD/IEP program as requested.
- Maintain accurate and complete data of services provided and student progress as required by the district. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
- Maintain the duty hours of the assignment as determined by the department.

Occupational Therapy:

Occupational Therapist:

- Occupational Therapist must be currently licensed to practice Occupational Therapy in the state of Texas.
- Evaluate students using district approved evaluation instruments and complete an evaluation report following district guidelines.
- Provide occupational therapy services to individual students within the classroom using an educational model of service delivery; consult with teachers, staff and parents on classroom interventions and techniques.
- Attend ARD/IEP meetings and complete ARD/IEP documentation in the district approved web- based ARD/IEP program as requested.

- Maintain accurate and complete data of services provided and student progress as required by the district. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
- Maintain the duty hours of the assignment as determined by the department

Certified Occupational Therapist Assistant:

- Occupational Therapist Assistant must be currently certified to practice Occupational Therapy in the state of Texas.
- Provide occupational therapy services to individual students within the classroom using an educational model of service delivery; consult with teachers, staff and parents on classroom interventions and techniques.
- Attend ARD/IEP meetings and complete ARD/IEP documentation in the district approved web- based ARD/IEP program as requested.
- Maintain accurate and complete data of services provided and student progress as required by the district. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
- Maintain the duty hours of the assignment as determined by the department

Licensed Specialist in School Psychology:

- Must be currently licensed as a Specialist in School Psychology (LSSP) through the Texas Board of Examiners of Psychologists (TSBEP) (fully licensed without any requirements for supervision).
- Must be in good standing with the TSBEP (the board).
- Evaluate students using district approved evaluation instruments and complete an evaluation report following district guidelines.
- Provide psychological services to individual students within the classroom; consult with teachers, staff and parents on classroom interventions and techniques.
- Attend ARD/IEP meetings and complete ARD/IEP documentation in the district approved web- based ARD/IEP program as requested.
- Maintain accurate and complete data of services provided and student progress as required by the district. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
- Maintain the duty hours of the assignment as determined by the department.

Orientation Mobility:

- Certification from the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP)
- Perform evaluations that focus on long and short term needs of the student for new referrals as designated by the individuals with Disabilities Education Act (IDEA) identify the needs and strengths of the student and an estimate of the length and frequency of services necessary to meet determined needs and include such recommendations in assessment report
- ARD/IEP program as requested.
- Maintain accurate and complete data of services provided and student progress as required by the district. Follow guidelines for documentation and reporting of services for the basis of Medicaid reimbursement through the School Health and Related Services program (SHARS).
- Maintain the duty hours of the assignment as determined by the department

Vision Specialist

- Bachelor's degree from accredited university
- Certified by the Texas Education Agency to Teach the Visually Impaired
- Screen referrals for functional vision performance and need for Orientation and Mobility evaluations
- Administer functional vision assessment, learning media assessment and technology assessment.
- Develop, implement, and progress monitor IEP's for all VI students.
- Provide direction instruction services with visually impaired students as outlined in the IEP or 504 plan.
- Select and order, materials and tangible apparatus, including Braille as appropriate students with visual impairments.
- Supply classroom teachers with equipment, supplies, training specific to students with a vision impairment.
- Serve as a member of the Admission, Review, Dismissal (ARD) meeting for VI students.
- Maintain data information for evaluation and planning purposes.

Music Therapist

- Bachelor's degree from approved college of music therapy
- Music Therapist-Board Certified (MT-BC)
- Plan and provide direct and consultative services consistent with music therapy goals contained in students' Individual Education Plan (IEP).
- Evaluate student progress and determine readiness for termination of music therapy.
- Design, construct, alter, and provide students with therapy to promote maximum independence.
- Assess students with disabilities and determine eligibility for services.
- Participate in the Admission, Review, and Dismissal (ARD) Committee to assist with interpretation of assessment data, appropriate placement, and goal setting for students according to district policies.
- Consult with educational staff and parents regarding music therapy.
- Assist with the selection of equipment and materials.
- Keep monthly documentation as required by the Special Education department.

Behavior

Board Certified Behavior Analysis

- Certification as a Board-Certified Behavior Analysis
- Provide BCBA services for students as needed
- Develop material, training and provide resources for and provide professional learning to administrators, educators, para-educators, and parents/guardians in Applied Behavior Analysis (ABA) and/or other evidence-based methodologies related to addressing the needs of students with behavior difficulties
- Create and assist District staff with the development and implementation of functional behavioral assessments for individual students
- Implement and assist District staff with data collection, review, and modify treatment according to data

- Confer with members of the ARD Committee and district staff and other related team members, individually, at an ARD meeting, or in conference to exchange, discuss and evaluation student information for planning, and modifying, and coordination treatment programs
- Work and assist District Staff with students who exhibit inappropriate behaviors and provide support and professional learning for staff who work with students who exhibit such
- Supervise BCBA candidates within district as appropriate

Registered Behavior Technician

- Registered Behavior Technician (RBT) certification required, including annual renewal and registration
- Provide direct student instruction, and assist staff with implementation, in one-on-one and group settings utilizing a combination of intensive teaching and natural environment teaching arrangements. Follow prescribed behavior skills acquisition and behavior change protocols. Assist with preparing materials as necessary.
- Collect, record and summarize data on observable student behavior. Assist with skill acquisition and behavioral assessments. Collect data on all programming.
- Document interventions, progress data, and session notes.
- Assist with staff training of student's individualized treatment and behavior change protocols, through direct teaching, modeling, and fidelity checks.
- Immediately report to BCBA any student incidents/variances or complaints.
- Confer with members of the ARD Committee and district staff and other related team members, individually, at an ARD meeting, or in conference to exchange, discuss and evaluate student information for planning, and modifying, and coordination treatment programs
- Communicate with staff regarding student progress as instructed by the BCBA. Collaborate with school teams and attend IEP meetings as necessary.

Audiological Services

- Consult with individuals and agencies concerning the assessment needs of students that are deaf and hard of hearing.
- Consult with the staff to determine student and program needs
- Be available to teachers to assist with classroom strategies
- Assist with earmolds
- FM System Calibration/Consultation
- Conduct Hearing Evaluations

Other Special Education Contracted Services:

- Certified and/or licensed to provide the services identified by the special education department.
- Experience providing services in an educational setting
- Maintain the duty hours of the assignment as determined by the department

Guidelines

The Purchasing Department will provide a list of submitted companies and individuals which can provide the services as indicated above. The Special Education Department will request a purchase order for a selected vendor for those services on an as needed basis with a total dollar amount. Failure to secure a purchase order prior to services will render the services non-compliant with this guideline

Award of Bid: It is the intent of the District to award this bid at the November, Board Meeting to multiple bidders.

Contract Period/Term:

A contract entered into as a result of an award by the District under this Solicitation must be available to begin providing goods and/or services starting on December 1, 2022 and continue to be valid for a until the expiration date of November 30, 2023, with three (3) additional one (1) year renewal options.

Authorization: The Waco Independent School District will not be responsible for any goods delivered without a purchase order signed by the Director of Purchasing, **therefore vendors should not accept orders for services or supplies without a valid purchase order.**

Late Proposals: The District is not responsible for late proposals submitted either electronically through the online bidding system nor is the district responsible for late proposals that are delivered in person or mailed to the purchasing office. The online bidding system will automatically reject any proposals submitted after the bid deadline and the time/date stamp clock in the Waco ISD's Business Services Department shall be the official date and time for delivered or mailed proposals.

Criminal History: Contractor must adhere to Chapter 22 of the Texas Education Code which requires all contractors to certify that criminal history record information for covered employees has been obtained through the Texas Department of Public Safety.

Fingerprinting: State law requires school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas –FACT). This must be completed prior to entering our campuses where direct contact with students may occur. In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, please contact: Access and Dissemination Bureau Texas Department of Public Safety-Crime Records Service P. O. Box 149322 Austin, Texas 78714-9322 Phone: (512) 424-2365 Email: FACT@txdps.state.tx.us. A list of the employees that will be working on-site at any Waco ISD facility must be provided for verification prior to the start of work. Their legal name and date of birth or SID# (a unique ID assigned by DPS) is required to conduct this verification. You must provide this list to sherry.trotts@wacoisd.org and receive a positive response prior to the employees being allowed on Waco ISD sites.

Ethics: The proposer shall not offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the District.

Required Additional Documents with Online Submission:

In addition to answering the questions in the Attribute Tab, the following documents must be completed and submitted by uploading in the Response Attachment Tab:

- Representations and Certifications Form
- Federal Amendment
- Additional Certification Requirements
- Interested Parties, Form 1295
- Form W-9 – Request for Taxpayer Identification Number and Certification
- Form CIQ – Conflict of Interest Questionnaire

The enclosed "Terms and Conditions" are an integral part of this Solicitation and will become part of any resulting contract unless deviations/exceptions are requested by the vendor with their submission and accepted by Waco ISD.

Addendums:

The District reserves the right to amend this solicitation by issuing an addendum up to the date set for receipt of submissions. Addendums will be posted at <https://wisdebid.ionwave.net>. If revisions are of such a magnitude to warrant, in the District's opinion, the postponement of the date for receipt of submissions, an addendum will be issued announcing the new date.

Award:

This Solicitation must remain open for acceptance for a period of at least ninety (90) days. It is the intent of the District to award this bid to multiple vendors at the November 2022 Board meeting to Multiple vendors.

Liability and Reserved Rights:

By vendor's submission in response to this Solicitation, this submission does not obligate or commit Waco ISD to award a contract, procure for any services, or pay costs incurred in the preparation or submittal of any submission. The District is not liable for any costs incurred by the vendor prior to the issuance of any agreements, contracts, or

purchase orders, and will not pay for information solicited or obtained in response to this Solicitation. The information obtained will be utilized solely to determine the suitability of the products or services offered. Subsequent procurement, if any, will be in accordance with applicable rules and regulations.

Questions:

For questions regarding this Solicitation, please post your question on the District's online e-bidding website for this bid, located at <https://wisdebid.ionwave.net>. Answers will be posted through the same online e-bidding website for the benefit of all vendors to see view. Vendors finding errors, omissions, or corrections that need to be made to the specifications shall contact the District as soon as possible before submissions are due.

Contests:

Anyone wishing to contest a recommendation for an award under this Solicitation and/or to present additional information relevant to a submission is required to complete a form providing the reason(s) for the same. A copy of this form must be obtained from the Director of Business Services. The completed form shall be filed with the Director of Business Services no less than four (4) hours prior to the meeting of the Board of Trustees as provided in the above timeline. The vendor may not insert new information other than that presented on the input form.

Submittal Information:

This bid will be submitted online through the Ionwave bidding site. Download and print this bid packet for your records. Complete the required forms contained in this packet. You will be required to upload those forms in the Response Attachment Tab. Answer all the questions in the Attribute Tab, then hit submit bid. Once you have completed all areas of the bid, you will receive an email notification that your bid was successfully submitted. Faxed or emailed submissions will not be accepted.

Late Submissions: The District is not responsible for late bid submissions. The online bidding site will automatically close the bid at the designated time which is listed in this solicitation.

Each vendor shall submit their completed bid submission with all required additional documents as provided in this Solicitation electronically at <https://wisdebid.ionwave.net>.

Online Submissions must be received no later than **Monday, November 7, 2022 @ 2:00 P.M. CST.** Submissions received after this date and time will not be accepted.

******* THE DISTRICT HAS IMPLEMENTED A "NO CONTACT" PROCEDURE DURING THE SOLICITATION PROCESS. THIS MEANS THAT FROM THE DATE THE SOLICITATION IS ISSUED UNTIL THE DATE AN AWARD IS MADE BY THE BOARD, THERE SHALL BE NO CONTACT BY ANY VENDOR TO ANY DISTRICT BOARD MEMBER, OFFICER OR EMPLOYEE (EXCLUDING THE DIRECTOR AND STAFF OF THE BUSINESS SERVICES DEPARTMENT) IN RELATION TO THIS SOLICITATION, UNLESS AUTHORIZED BY THE DIRECTOR OF BUSINESS SERVICES. *******

REPRESENTATIONS AND CERTIFICATIONS FORM

Please review the below representations and certifications carefully and fill out any additional information as requested. By making this submission and signing below, the undersigned represents and certifies as follows:

1. Vendor is not indebted to Waco ISD. Indebtedness to the District may constitute basis for non-award and/or cancellation of any award.
2. Vendor is not under any suspension or debarment that would preclude the vendor from receiving a federally and/or state funded contract.
3. Vendor (except for publicly held corporations) or its owner or operator has not been convicted of a felony, except as disclosed below as required by Texas Education Code Section 44.034. Failure to provide notice as required or misrepresenting the conduct resulting in the conviction may result in termination of any awarded contract at the District's discretion.

Name of Felon(s): _____

General Description of Conduct Resulting in Felony Conviction(s): _____

4. Vendor has not prepared this submission in collusion (i.e., an agreement between two or more parties to deceive the District or defraud the District of its rights) with any other vendor, District board member, or District employee, and the contents of this submission as to prices, quality of product, quantity of product, terms and/or conditions, etc. have not been communicated by the undersigned or by any other employee, agent, representative and/or officer of the vendor to any other person engaged in this type of business prior to the official opening of this submission for the intent or purpose of collusion.
5. No District employee will have a direct financial interest in any contract the vendor may enter into with the District as a result of an award made under this Solicitation, including, but not limited to, in the sale of any land, equipment, supplies, materials or service. Any violation of this requirement will render the contract null and void, unless such contract is approved by the Waco ISD Board of Trustees after full disclosure is made below.

Name of District employee(s): _____

Nature of Financial Interest: _____

6. No employee of the vendor has any financial and/or familial relationship by birth or marriage (spouse, children, parents, sibling, grandparents, grandchildren, aunts, uncles, cousins, etc.) with any employee or trustee of Waco ISD, except as disclosed below.

Name of Vendor's Employee(s): _____

Title: _____

Name of Waco ISD Employee/Trustee: _____

Relationship: _____

7. Vendor (or its ultimate parent company or majority owner) is a Texas Resident with its principal place of business in the State of Texas. If vendor is not a Texas Resident, then vendor is a nonresident from the State of _____, wherein is located vendor's principal place of business.

8. If vendor is required to make a certification pursuant to Section 2271.002 of the Texas Government Code, vendor certifies that it does not and will not boycott Israel during the term of any contract resulting from this Solicitation. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of \$100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.
9. If vendor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, vendor certifies that it does not and will not boycott energy companies during the term of any contract resulting from this Solicitation. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of \$100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.
10. If vendor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, vendor certifies that it does not and will not discriminate against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of any contract resulting from this Solicitation. Vendor further certifies that it does not have a written or unwritten internal practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. This certification is required if vendor is a company with ten or more full-time employees and the contract has a value of \$100,000 or more which is to be paid wholly or partly from the District's public funds. This certification is not required if vendor is a sole proprietor.
11. Vendor's name is not on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as provided under Texas Government Code Section 2252.152.
12. If an award of a contract as a result of this Solicitation is made and the same constitutes a taxpayer resource transaction as provided under Chapter 2272 of the Texas Government Code, then subject to any exceptions therein, vendor certifies that it is not an abortion provider or an affiliate of an abortion provider. If this provision is violated by vendor, then the contract is voidable by Waco ISD and vendor agrees to indemnify Waco ISD against any action brought by the Office of the Attorney General for a violation of Section 2272.003.
13. In order to obtain and maintain a contract with the District, vendor agrees to abide by all applicable federal, state and local laws, statutes, codes, regulations, guidance, etc., including but not limited to those applicable to contracts that are funded by federal and/or state grants, as provided in the "Provisions for Contracts Awarded Under Federal & State Grants."
14. Vendor has read and understands the requirements of this Solicitation and has therefore submitted true, accurate and complete documents made in accordance with those requirements.
15. Vendor has read, understands and agrees to the "General Terms and Conditions" and any "Special Terms and Conditions" (if applicable) enclosed with this Solicitation. Vendor understands and agrees that these General and/or Special Terms and Conditions govern the relationship between the District and vendor and are hereby made an integral part of this Solicitation, any submission made under this Solicitation, and any contract entered into by and between the District and vendor as a result of an award made under this Solicitation. These General and/or Special Terms and Conditions take precedence and prevail over any conflicting terms and conditions unless specifically identified and such changes are signed by both parties.

By signing below, the undersigned certifies that he/she is a duly authorized agent, representative or officer of the vendor, with the authority and capacity to make this submission and enter into and execute binding contracts on behalf of the vendor, and declares under penalty of perjury that the foregoing representations and certifications are true and correct.

Vendor Name: _____

Address/City/State/Zip: _____

Phone #/Fax #: _____

E-Mail Address: _____

Primary Scope of Business: _____

Submitter's Name: _____

Submitter's Title: _____

Submitter's Signature: _____

Date: _____

PROVISIONS FOR CONTRACTS AWARDED UNDER FEDERAL & STATE GRANTS

All contracts awarded under federal and state grants must meet federal, state and local requirements. Federal requirements for all such contracts include, but are not limited to, the following:

- Contracts over \$10,000 must address termination for cause and for convenience by the District, including the manner by which it will be effected and the basis for settlement.
- Contracts over \$150,000 must address administrative, contractual or legal remedies in instances where vendors violate or breach contract terms, and provide for sanctions and penalties in such instances.
- Contracts must include the following:
 - Equal Employment Opportunity clause
 - Davis-Bacon and Related Acts clause for construction contracts, including compliance with prevailing wages.
 - Contract Work Hours and Safety Standards Act clause related to the computation of wages for mechanics and laborers on the basis of a standard work week of 40 hours.
 - Rights to Inventions Made under a Contract or Agreement clause if the federal award meets the definition of "funding agreement."
 - Clean Air Act and Federal Water Pollution Contract Act clauses if the contract is in excess of \$150,000
 - Debarment and Suspension clause, which prohibits awarding a contract to a vendor who has been debarred, suspended or otherwise excluded from federal awards.
 - Byrd Anti-Lobbying Amendment clause, which applies to vendors that apply or bid for an award exceeding \$100,000 who must file the required certification.
 - Procurement of Recovered Materials clause as provided under 2 CFR § 200.322
- The Buy American Provision for child nutrition purchases under the National School Lunch Act, requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

State requirements for all such contracts include, but are not limited to, the following:

- Receipt by District of Notice of Grant Award (NOGA) from federal/state awarding agency.
- Alignment of contract period to grant period of availability as stated on the NOGA.
- All services must be completed during the effective dates of the contract.
- All services must be invoiced monthly after services are received and paid upon verification of receipt of services (rather than paid lump sum at the beginning of the period of availability before services are rendered).
- The regulations for procurement in 2 CFR §§ 200.318-323 must be followed.
- All professional services provided under the contract will follow the provisions of 2 CFR § 200.459.
- Contract must identify the funding sources that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
- Contract must identify and list only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources.
- The administrative costs charged to the grant in the contract must comply with any limitations for administrative costs for funding sources (if applicable).
- Contract must specify that invoice provided by vendor will include list of services provided, dates of services, and location(s) where services were provided during the billing period.

Additional Certifications Required for Child Nutrition Purchases

INTANGIBLE PROPERTY¹

All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in the school district and/or purchasing cooperative, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.

Proposer Certification for "Intangible Property:"

☐ YES, I agree to the above. (Initial: _____)

☐ NO, I do NOT agree to the above. (Initial: _____)

RECORD RETENTION REQUIREMENTS²

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to the school district and/or purchasing cooperative, under this Agreement. These records and accounts shall be retained by Vendor and made available for review and copying by school district and/or purchasing cooperative for a period of not less than five (5) years from the date of completion of the services, receipt of goods, or the date of the receipt by school district and/or purchasing cooperative, of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit or compliance review has been announced, Vendor shall retain its records and accounts until such audit or compliance review has been completed. When federal funds are expended by school district and/or purchasing cooperative, Vendor further certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333.

Proposer Certification for "Record Retention Requirements:"

☐ YES, I agree to the above. (Initial: _____)

☐ NO, I do NOT agree to the above. (Initial: _____)

¹ Intangible Property 2 CFR 200.315

² Records Retention 2 CFR § 200.333

COMPLIANCE WITH ANTI-TRUST LAWS³

Pursuant to Texas Government Code § 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Added by Acts 1995, 74th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1995.

Proposer Certification "Compliance with Anti-Trust Laws:"

☐ YES, I agree to the above. (Initial: _____)

☐ NO, I do NOT agree to the above. (Initial: _____)

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT⁴

When federal funds are expended by school districts in the State of Texas, for any contract resulting from this procurement process, the vendor certifies that the vendor will comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Proposer Certification for "Compliance with Energy Policy and Conservation Act:"

☐ YES, I agree to the above. (Initial: _____)

☐ NO, I do NOT agree to the above. (Initial: _____)

COMPLIANCE WITH TEXAS FAMILY CODE PROVISION⁵

³ Anti-Trust Laws 2155.005

⁴ Energy Policy and Conservation Act Pub. L. 94-163, 89 Stat. 871

⁵ Texas Family Code 231.006

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. **Select applicable certification:**

☐ The undersigned signatories each certify that each owns least twenty-five percent (25%) of the business entity submitting this proposal (whether partnership, corporation or other entity) and that each of them is not ineligible, under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. Each of the undersigned signatories further acknowledge that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. **NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement, note "N/A" below.**

Printed Name	Ownership (by %)	Signature

☐ The undersigned proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is not ineligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

Printed Name	Signature

HEALTH AND SAFETY CERTIFICATES, LICENSING AND REGULATION⁶

Vendor certifies compliance with all applicable local, state and federal health & safety certifications, licensing, or regulations, which include, but are not limited, to facility use, food establishment, and authorized providers. If applicable, this information must be provided with the proposal response or upon request.

⁶ Health and Safety Certificates [ARM 17.62](#)

Proposer Certification for "Compliance with Health and Safety Certificates, Licensing and Regulation:"

- ☐ YES, I agree to the above. (Initial: _____)
- ☐ NO, I do NOT agree to the above. (Initial: _____)

PROHIBITED EMPLOYMENT ASSISTANCE⁷

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of the purchasing cooperative and/or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

Proposer Certification for "Employment Assistance:"

- ☐ YES, I agree to the above. (Initial: _____)
- ☐ NO, I do NOT agree to the above. (Initial: _____)

⁷ Prohibited Employee Assistance 20 USC 7926

Interested Parties

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

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

"Business Entity" means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. Tex. Gov't Code § 2252.908(1).

"Interested Party" means a person:

- a who has a controlling interest in a business entity with whom the Waco ISD contracts; or
- b who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. Tex. Gov't Code § 2252.908(3).

"Controlling interest" means:

- a an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- a membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- c service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Tex. Ethics Comm. Rule 46.3(c).

"Intermediary" means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- a receives compensation from the business entity for the person's participation;
- a communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- c is not an employee of the business entity. Tex. Ethics Comm. Rule 46.3(e).

As a "business entity," all vendors must:

complete Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

All vendors must complete Form 1295, even if no interested parties exist

In Section 2, insert "Waco Independent School District"

In Section 3, insert the Waco ISD RFP # for this proposal

print a copy of the completed form (make sure that it has a computer-generated certification number in the "Office Use Only" box)

have an authorized agent of the business entity **sign the form**

notarize the form

submit the completed, signed, notarized Form 1295, with the certification of filing, by **attaching the form to your proposal response**

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 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.

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

5 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.

6 ☐ **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).**

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

GENERAL TERMS AND CONDITIONS

The following Terms and Conditions shall apply to this Solicitation, any submission made under this Solicitation, and any contract entered into by and between the District and vendor as a result of an award made under this Solicitation.

1. **Submission.** Submissions must be made according to the instructions provided in the Solicitation.
 - a. *Format.* Submissions must be made on forms or in the format provided by the District. No alteration to the District's forms will be permitted, including substitutions, additions, deletions or interlineations, without written consent by the District. Reproduction of the District's documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any submission made in altered form shall result in rejection of such submission at the option of the District. All prices and quotations must be typed or written in ink. Submissions written in pencil will not be accepted. Mistakes may be crossed out and corrections may be inserted with the initials of the vendor's authorized representative.
 - b. *Electronic Submission.* If the Solicitation's instructions provide that submission must be made electronically, then submissions must be made online at <https://wisdebid.ionwave.net>.
 - c. *Hard Copy Submission.* If the Solicitation's instructions provide for non-electronic submissions, please return the original signed submission in a sealed envelope, clearly marked with the vendor's name, Solicitation number and opening date and time. Hard copies of submissions may be hand delivered to 501 Franklin Avenue, Suite 401, Waco, Texas 76701 or mailed to P.O. Box 27, Waco, Texas 76703.
 - d. It shall be the sole responsibility of the vendor to ensure that complete submissions are received through the appropriate medium on or before the deadline provided in the instructions. Submissions made by telegram, facsimile or e-mail will not be accepted unless specified in the Solicitation's instructions. Submissions received after the date and time specified in the instructions will not be accepted. Submissions received without proper signatures or without all required documents will not be considered.
2. **Cost.** The District will not be liable for any costs not listed in the vendor's submission.
3. **Unit Price.** Unit prices should be extended in submissions. The unit price will prevail in the event of resolution of mathematical errors in extension or totals.
4. **Discounts.** Vendors are encouraged to offer discounts for quantity buys, timeliness of buys, and/or prompt payment incentives as "value-adds." Discounts will be applied to submission prices(s) and will be considered in the evaluation criteria for recommendation of an award.
5. **All-or-None Combination Prices.** The District will not accept or consider "all-or-none" combination prices for any submission, which is explicitly not solicited by the District in this Solicitation. In the event the District determines in its sole discretion that select items in a submission may be combined for the purpose of making an award, the District will request a total price for said combined items.
6. **Freight Charges and Delivery.** Unless otherwise indicated, prices in vendor submissions must include delivery inside the Waco ISD warehouse or to the school/department placing the order. All freight shall be prepaid. Deliveries shall be made during the District's normal 8:00 A.M. to 5:00 P.M. working hours, unless prior approval has been granted by the ordering department or school.
7. **Invoices.** Invoices provided by vendor must include a list of the goods and/or services provided, dates on which the goods and/or services are provided, and location(s) where the goods and/or services were provided during the billing period.
8. **Payment Terms.** Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever occurs later, unless a prompt payment discount is offered and agreed to by the District.
9. **Taxes.** Vendor must exclude Federal and State sales and ad valorem taxes in its submission. In the event that a vendor is or subsequently becomes delinquent in the payment of its school ad valorem taxes, such fact shall constitute grounds for rejection of the submission or for cancellation of the contract if vendor has been awarded a contract. However, the District reserves the right, in its sole discretion, to deduct any amounts owed for delinquent taxes from payments that the District may owe to the delinquent vendor as a result of such contract.
10. **Time.** Time is of the essence. Vendor agrees to perform all obligations, deliver goods, and/or render services set forth herein.
11. **Purchase Order.** A vendor awarded a contract by the District shall not begin providing services or delivering goods without an authorized purchase order. All purchase commitments shall be on a properly drawn and issued purchase order. Purchases without a properly drawn and issued purchase order will not be honored by the District. The purchase order will list authorized personnel. Purchases will be mailed, faxed or phoned in (purchase order number will be

provided). Unless otherwise specified, orders will be completed no later than 30 days after the receipt of the purchase order. Items not delivered within this period will be subject to cancellation by the District.

12. **Samples.** Upon request, a properly tagged sample shall be submitted by each vendor before the time of submission opening at the location provided. The sample shall be provided to the District at no cost. The tag on the sample shall indicate the item number, the name of the vendor submitting the sample, and the Request for Proposal or Bid number. Samples for evaluation purposes must be provided at no cost or obligation to the District. Samples, if not destroyed in examination, will be returned to the vendor upon request, at the vendor's expense. Do not enclose or attach vendor's submission to the sample.
13. **Production Specifications.** Vendor must specify the make and/or model of a product even if the vendor is submitting the brand specified in the Solicitation and even if submitting a product as "equal." The vendor shall not indicate solely "as specified" or "equal" to be in compliance with the requirements of these Terms and Conditions.
14. **Substitutions.** The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "NO SUBSTITUTE" or similar language is specified. The naming of a particular brand is not intended to limit competition. The brand named in the specifications is known to meet all requirements and expectations of Waco ISD for that particular item. However, the District reserves the right to approve an alternate brand that is submitted as an equivalent. On all such submissions, the vendor shall indicate clearly the product being submitted, and shall supply sufficient data on its own letterhead to enable an intelligent and equitable comparison to be made with the particular brand or manufacturer specified. It is the vendor's responsibility to provide specification sheets for items submitted as "or equal." If an item is submitted as an "approved equal," it shall be the sole discretion of Waco ISD to determine if an item is truly an equal to the named brand. Substitutes on discontinued equipment must be approved by the Director of Business Services prior to shipment. Substituted equipment must meet or exceed the specifications of the equipment originally offered.
15. **Deviation from Specifications.** All deviations from specifications must be noted in detail by the vendor, in writing, at the time of the vendor's submission. The absence of a written list of specification deviations at the time of vendor's submission will hold the vendor strictly accountable to the District to the specifications as written. Any deviations from the specifications as instructed that are not submitted as required may constitute grounds for rejection of the material or item at any time.
16. **Good Faith Compliance with Specifications.** The vendor shall abide by and comply with the true intent of the specifications in the Solicitation and not take advantage of any unintentional error(s) or omission(s).
17. **Special Conditions or Qualifications.** Any special conditions or qualifications concerning price, quantities, delivery, etc. of items submitted must be noted in the vendor's submission.
18. **Right of Inspection.** The District has the right to inspect goods at delivery before accepting them. If the District is not able to inspect the goods at the time of the delivery, the District has the right to inspect and approve the goods within a reasonable time period after delivery is made. If specifications are not met, goods may be returned at the vendor's expense and at the vendor's risk for all damages incidental to the rejection. Payment by the District shall not constitute an acceptance of goods nor impair the District's right to inspect the goods or enforce any other remedies available to the District at law or in equity.
19. **Vendor's Expertise.** By making a submission to the District under this Solicitation, the vendor represents that he/she/it is knowledgeable in the goods and/or services being offered, including historical, current and future market conditions and that the District can rely on this representation.
20. **Quantities.** The quantities requested in the specifications are estimated based on the District's projected use and need. It is specifically understood and agreed that these quantities are approximate figures only and shall in no way obligate the District to purchase those quantities. An increase or decrease in any quantities specified will be adjusted in the submission amount based upon the unit price quoted by the vendor for said item. It is further understood that the vendor shall not have any claim against Waco ISD for quantities less than the estimated amount.
21. **Deduction of Damages from Price.** If vendor fails to deliver the quality and/or quantity of items on which an award is made by the promised delivery date at the prices specified in their submission, the District reserves the right to purchase the specified items elsewhere and vendor agrees to allow the District to deduct the difference in price and cost of handling, if any, from vendor's pending invoices, as permitted under Article II of the Uniform Commercial Code.
22. **Submission Errors.** All submissions shall be deemed final, conclusive, and irrevocable, and no submission shall be subject to correction or amended for errors or miscalculations by the vendor after the submission opening date and time, unless agreed to in writing by the District.

23. **Ambiguity.** In case of ambiguity or lack of clarity, the District reserves the right to consider the most advantageous construction thereof, or to reject the submission.
24. **Withdrawal of Submission.** No submission may be withdrawn for a period of 90 days after the submission opening has taken place, except by the written, mutual consent of the District and vendor. However, submissions may be withdrawn upon providing written notice to the District before the due date established for receipt of submissions. It shall be the sole responsibility of the vendor to ensure said written notice is timely received by the District.
25. **District's Discretionary Authority.** The District reserves the right, in its sole discretion, to take any action deemed in the best interests of the District, including but not limited to, the following: to accept and/or reject any and all submissions, or any part thereof; to waive any informalities, technicalities and/or irregularities in submissions received; to increase or decrease any quantities specified in the Solicitation; to negotiate any and all terms and conditions with vendors; to accept and/or reject each item separately or as a whole; to negotiate separately with any source whatsoever, in any manner necessary; to purchase in total from one vendor or divide the purchase by selection of various items from multiple vendors; to alter the timeline upon providing notice of the alteration; and to reissue the Solicitation (i.e. RFP, IFB, RFO, RFQ, bid, etc.). The District may, in its discretion, award a contract to the most favorable and/or responsible vendor(s) submitted in accordance with the requirements of the Solicitation based on a determination by the District that it is in the best interest of the District and provides the best value to the District, although it may not necessarily represent the lowest prices submitted.
26. **Acceptance by District.** No award of a contract shall be valid, and no contract is created or binding, until approved by the District's appropriate approval authority.
27. **Mail.** Vendors who respond to this Solicitation with either a formal submission or a notice of no submission will remain on our mailing list. Vendors making no response at all may be removed from our mailing list. Vendors are responsible for notifying the District in writing of a change in their address or telephone number. The District is not responsible for failing to mail a vendor a solicitation or for undelivered or misdirected mail.
28. **No Contact.** The District has implemented a "no contact" procedure during the Solicitation process. Accordingly, from the date the Solicitation is issued until the date an award is made by the District's Board of Trustees, there shall be no contact by any vendor to any District employee (excluding the Director and staff of the Business Services Department) or board member in relation to this Solicitation, unless authorized by the District's Director of Business Services.
29. **Ethics.** Vendor shall not offer gifts or anything of value or enter into any business arrangement with any District trustee, officer, employee or agent.
30. **Equal Employment Opportunity.** Waco ISD does not discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, age, national origin, disability, political belief, or religion in providing education services, activities or programs. It is the intent and policy of this District to conduct its activities in compliance with all Federal and State laws prohibiting discrimination of any form, including but not limited to on the basis of race, sex, age, religion, color, national origin or disability. Thus, during the performance of any contract awarded, vendor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity, age, national origin, disability, political belief, or religion, except where it is a bona fide occupational qualification reasonably necessary to the normal operations of the vendor. Vendor agrees to post notices setting forth the provisions of this non-discrimination clause in conspicuous places that are accessible and available to employees and applicants for employment. Vendor, in all solicitations or advertisements for employees placed by or on behalf of vendor, will state that vendor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with Federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section. Vendor shall include the provisions of the foregoing in every subcontract or purchase order over \$10,000.00, making these provisions binding upon each subcontractor or third-party vendor.
31. **Sexual Harassment Prohibited.** Sexual harassment or sexual misconduct with District employees or students is strictly forbidden and is subject to disciplinary action.
32. **Safety.** All vendors and subcontractors performing services for the District are required to comply with all federal, state and local safety laws and regulations, including but not limited to the Occupational Safety and Health Administration (OSHA) State and County Safety and Occupational Health Standards. All vendors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under the contract.
33. **Environment of the District.** The District is a tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the vendor to ensure that employees, agents, subcontractors, etc. of the vendor refrain from being under the influence and/or in possession of firearms, illegal drugs, tobacco, and alcoholic beverages while performing duties in accordance with the contract.

34. **Warranties.** The products, goods, and/or services furnished under the contract shall be covered by the most favorable commercial warranties available to any customer for the same or similar products, goods and/or services. Vendor further warrants that the prompt payment discount terms, distribution allowance, quality and performance of products and/or services, prices, product/services warranty, and any other conditions and provisions offered in vendor's submission are the same or better than those offered to the vendor's most favored customer.
35. **Out of State Vendors.** The "Reciprocity Rule" applies. Vendors whose principal place of business is located in a state which gives preference to its residents are subject to the same restrictions when submitting an offer with the District.
36. **Advertising.** Vendor shall not advertise or publish, without the District's prior written consent, the fact that the District has entered into any contract as a result of an award made under this Solicitation, except to the extent necessary to comply with valid requests for information from an authorized representative of the federal, state, or local government.
37. **Right to Assurance.** Should the District have a good faith basis to question the vendor's intent to perform, the District may demand that the vendor give written assurance of their intent to perform. In the event that such a demand is made and no assurance is given within five (5) calendar days, the District may treat this failure as anticipatory repudiation of the contract.
38. **Audit.** The District reserves the right to audit the books of the awarded vendor in regards to a contract awarded under this Solicitation and all supporting documentation surrounding said contract.
39. **Criminal History Records.** In accordance with Section 22.083 of the Texas Education Code, the District may obtain from any law enforcement agency, criminal justice agency, the department or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act all criminal history record information that relates to a person who is an employee of an entity that contracts with the District if that individual's duties are or will be performed on school property or at another location where students are regularly present.
40. **Records Retention.** In accordance with Chapter 552 of the Texas Government Code wherein lies the Texas Public Information Act, if an awarded contract is valued at one million dollars (\$1,000,000) or more in a fiscal year for the purchase of goods or services by the District and if the such expenditure will be funded by public funds, the vendor must preserve all contracting information related to a contract awarded by this Solicitation for the duration of the contract term pursuant to the District's records retention requirements, promptly provide contracting information upon request made by the District, and upon completion of the contract either provide the District all contracting information related to the contract at no cost to the District or continue to preserve all contracting information pursuant to the District's records retention requirements. The District's records retention policy will vary based on the type of goods and/or services contract entered into and can be determined by contacting the District's records management department. Upon written request by the District to the vendor to provide requested information, the vendor shall have five (5) business days to provide the District with the requested information. If the vendor fails to provide the requested information, the District shall notify the vendor in writing and allow ten (10) business days to cure the violation. The District may terminate a contract with the vendor if it determines that the vendor knowingly and intentionally failed to timely cure the violation and failed to take adequate steps to ensure future compliance, absent an exception.
41. **Non-Appropriation of Funds.** Should the District not have sufficient funds appropriated for the purchase of the goods and/or services mentioned in this submission and after timely notification is provided to the vendor, the District is fully and expressly released from all obligations under this contract and any incidental contracts hereto.
42. **Collaborative Contract Management.** Waco ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA/txctpa.org), an alliance of over forty school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through Interlocal agreements. In support of this collaborative effort, all awards made by Waco ISD 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 to do so. 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. 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.
43. **Software Remote Access.** Vendor shall not install a remote access or backdoor into vendor's systems during its analysis of the District's system or at any other time. Vendor will remove remote access or backdoor from third party software to be used by the vendor or District.
44. **Workers' Compensation.** The District will not provide workers' compensation coverage to the vendor. All of

vendor's employees, subcontractors, agents, representatives, etc. who will provide goods and/or services to the District must be covered by workers' compensation coverage for the duration of the Contract. The coverage must be based on proper reporting of classification codes and payroll amounts and all coverage agreements must be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the vendor to administrative, criminal or civil penalties or other civil actions.

45. **Independent Contractor Relationship.** In any resulting contract, vendor is being engaged as an independent contractor and the District shall have no responsibility or obligation to provide transportation, insurance, workers' compensation, or employee benefits normally associated with employee status. Vendors covenants and agrees to conduct itself consistent with independent contractor status and it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of the District. Vendor will disclose to the District any relationship that could be construed as a conflict of interest or potential conflict of interest or otherwise prejudice in any way the independent relationship of the District and the vendor.
46. **Effective Date.** The effective date of the contract, if any, is the date that the award is approved by Waco ISD's Board of Trustees or designated representative. In some cases, the effective date and the date for start of services may be separated by several weeks and/or months.
47. **Amendment.** No verbal agreement or conversation with any officer, representative, agent or employee of the District either before or after the execution of a contract resulting from vendor's submission in response to this Solicitation or follow-up negotiations shall affect, amend or modify any of these Terms and Conditions or any other terms and conditions contained in any written contract resulting from this Solicitation. No alterations, modifications or amendments to the terms and conditions of any contract entered into as a result of this submission shall be valid or binding unless made in writing and signed by the District's Director of Business Services or his/her authorized designee and an authorized vendor representative.
48. **Assignment.** No assignment or transfer of this submission, in whole or in part, to any other party shall be allowed unless the vendor to whom an award is made provides written request to and receives written approval from the District's Director of Business Services or his/her authorized designee. Written approval must be requested and received prior to any assignment or transfer. In the event the vendor fails to comply with this provision, the District may take any action(s) to require compliance or take any other measures deemed appropriate.
49. **Remedies for Non-Performance.** If at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, (i.e., delays, defaults, non-performance, etc.), then the District reserves the right to employ any remedy allowed by the contract, in law, in equity, or by the Uniform Commercial Code (UCC) including, but not limited to, to purchase on the open market and charge the vendor the difference between the contract and actual purchase price and/or terminate the contract within ten (10) days written notification.
50. **Liquidated Damages.** If the vendor receiving an award under this Solicitation fails to deliver or defaults on the contract within the time specified in the contract, the vendor shall pay (or have withheld from payments due), at the option of the District as liquidated damages as follows: for goods the vendor shall pay \$300, or the amount identified elsewhere in the Solicitation and/or contract, per line item of the purchase order that is delinquent, whichever is greater, and for services the vendor shall pay \$15,000, or the amount identified elsewhere in the Solicitation and/or contract for the defaulted services, whichever is greater.
51. **Termination/Cancellation.** Any contract awarded as a result of this Solicitation may be terminated or cancelled under the following circumstances:
 - a. The District may cancel or terminate the contract for convenience upon providing a 30-day written notice to the vendor.
 - b. The District may terminate the contract during the term of the contract if, at the expiration of each District budget period, funds are not adequately appropriated for payment under the contract.
 - c. Good and/or services under the contract may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which the delivery of goods and/or performance of services is terminated and the date upon which the termination becomes effective. This right of termination is in addition to and not in lieu of the District's right to cancel undelivered goods or services under the contract.
 - d. The District may cancel all or any part of the undelivered goods or services of the contract for cause if the vendor breaches any of the terms of the contract, including, but not limited to, non-performance by the vendor, warranties of the vendor, if the vendor becomes insolvent, or if the vendor begins bankruptcy or reorganization proceedings. The District's rights of termination or cancellation are in addition to other remedies the District may have in law or equity.
 - e. The District may cancel or terminate all or any part of the contract for cause if a vendor fails to meet applicable federal, state or local laws as required.

The Should the District terminate all or any part of the contract for cause, vendor shall be liable to the District for its damages, including but not limited to actual damages, exemplary damages, liquidated damages, specific performance, reasonable attorney's fees, court costs, and any other remedies available to the District at law or in equity.

52. **Title & Risk of Loss.** The title and risk of loss of goods shall not pass to the District until the District actually receives and takes possession of the goods at the point or points of delivery.
53. **Force Majeure.** The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its own fault or negligence.
54. **Liability & Waiver of Claims.** By making a submission under this Solicitation, the vendor agrees to waive any claim it has or may have against the District, its trustees, officers, employees, representatives, agents and attorneys arising out of or in connection with the administration, evaluation, or recommendation of any submission, waiver of any requirements under the submission documents, waiver of any requirements under the contract documents, acceptance or rejection of any submissions, and award of any contracts.
55. **Indemnification.** Vendor agrees to indemnify, defend, and hold the District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts of omissions of the vendor, the vendor's contractors or any agents, employees, or suppliers of vendor's contractors in the execution of or performance of any contract that is based on or related to the goods and/or services sold or used by the vendor in connection with this award or any contract entered into as a result of this award. Vendor agrees to indemnify, defend, and hold harmless the District, its officers, directors, trustees, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and reasonable attorneys' fees, for damages arising out of or in connection with the vendor's negligence and/or intentional acts in providing the goods and/or services furnished in any contract based on a result of this award. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at the District's expense.
56. **Waiver.** No claim or right arising out of a breach of the contract by the vendor shall be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or enunciation is supported by consideration and in writing signed by the District.
57. **Severability.** In case any one or more of the provisions contained in the contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the remainder of the contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
58. **Applicable Law and Venue.** Any contract entered into as a result of an award made to a vendor under this Solicitation shall be governed by the laws of the State of Texas and Uniform Commercial Code as applicable and as adopted and amended from time to time by the Texas Legislature. Both parties agree that the venue for any litigation arising out of any contract entered into as a result of this award shall lie in Waco, McLennan County, Texas. The District does not agree to the use of arbitration in resolving any conflicts and such a term in any contract entered into as a result of an award made under this Solicitation will be deemed voidable and stricken by the making of this submission.
59. **Attorneys' Fees.** A resulting award from this submission constitutes a contract between the District and the awarded vendor. The prevailing party in an action, whether in state or federal court, to enforce or interpret the contract or any disputes related thereto is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any other rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.
60. **Governance.** The contents of this Solicitation, the vendor's submission in response to this Solicitation, these General Terms and Conditions, and any applicable Special Terms and Conditions will become part of any contract awarded and govern the relationship between the District and vendor.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2	Business name/disregarded entity name, if different from above
3	<p>Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ►</p> </div> <div style="width: 48%;"> <p><input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> </div> </div>
4	<p>Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
5	Address (number, street, and apt. or suite no.) See instructions.
6	City, state, and ZIP code
7	List account number(s) here (optional)
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Bid Opportunity Detail

[Return to Listing](#) [Supplier Registration](#)

Bid Information

Type	Request for Proposals
Status	Awarded
Number	22-1232 (Special Education Consulting Services)
Issue Date & Time	10/7/2022 05:39:11 PM (CT)
Close Date & Time	11/16/2022 02:00:00 PM (CT)
Duration	1 month 9 days
Notes	This bid is being issued to solicit qualified vendors and or individuals which can provide consulting services in the areas of Diagnosticians, Physical Therapy, Speech Therapy, Occupational Therapy, Licensed Specialist in School Psychology, Orientation Mobility, Testing and Referrals.

Contact Information

Name	Judy Monroe Buyer
Address	501 Franklin, Suite 401 Waco, TX 76701 USA
Phone	(254) 755-9458
Fax	(254) 955-9688
Email	judy.monroe@wacoisd.org

Bid Documents

Document name	Format
Bid Invitation (please login to view this document)	Acrobat / PDF
Public Question & Answer (please login to view this document)	Acrobat / PDF
1	2 items in 1 pages

Bid Attachments

File Name	Description	File Size
RFP # 22-1232 Special Education Consulting Services.pdf	This RFP is being issued to solicit firms and individuals which can provide consulting services to the Special Education Department.	711 KB
1		1 items in 1 pages

Bid Questions

Question	Has the due date for this bid changed from 11/7/2022 to 11/16/2022?
Answer	Yes, the bid deadline has been extended until 11/16/2022 @2:00 P.M. CST. Waco ISD wanted to ensure that we have maximum participation in the RFP.
Submitted	11/1/2022 02:17:58 PM (CT)
Question	Is teletherapy an acceptable delivery model for requested services?

Answer We can include teletherapy in the event we have to use it, however, it is not our first choice
Submitted 10/17/2022 08:36:19 AM (CT)

Question When is the anticipated award date for this bid?

Answer This bid award will be presented to at the November 17, 2022 Board of Trustees Meeting.
Submitted 10/13/2022 11:31:16 AM (CT)

Question Have your current vendors been able to meet all of your needs?

Answer No, we have needed more vendors to meet the Districts needs
Submitted 10/11/2022 02:07:33 PM (CT)

Question How many contract therapists (FTE) do you anticipate needing for this contract?

Answer We will accept all contract therapist and use them on an as needed basis
Submitted 10/11/2022 02:06:53 PM (CT)

Question Will assigned therapists have access to therapy materials, supplies, equipment, evaluation kits, and protocols provided by your schools?

Answer Yes
Submitted 10/11/2022 02:05:43 PM (CT)

Question Will assigned therapists have access to computers/laptops and printers provided by your schools?

Answer Yes
Submitted 10/11/2022 02:04:55 PM (CT)

Question Do you require that therapist resumes and/or licensure be submitted with our proposal?

Answer No, we will want that information when we interview
Submitted 10/11/2022 02:04:20 PM (CT)

Question What are the current rates for Waco ISD's Special Education Consulting Services?

Answer Hourly rates vary among services.
Submitted 10/11/2022 02:02:40 PM (CT)

Question Who are Waco ISD's current vendors for Special Education Consulting Services?

Answer
Advanced Medical Personnel Service
Accountable Healthcare Staffing,
AMN Healthcare
Ardor Health Service
BMR Health Services
Cobb Pediatric Therapy Services
Connected for Kids

EBS - Educational Bases Services,

LaToya Richardson

Maxim Healthcare
Services

MedPerm Placement,
Inc. dba Therapy
Consultants

ProCare Therapy

Supplemental Health
Care

Texas School
Neuropsychology

The Future
HealthCore, LLC

Therapie Staffing, LLC

Therapy Source, Inc.

Trinity Educational
Services

Submitted 10/11/2022 02:01:43 PM (CT)

Items 1 - 10 shown of 23 • Page 1 of 2 shown

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Event Invitations

Supplier Name	City	State	Contact
Wonder Media, LLC	Solvang	CA	Cheyenne Vaughan
Word Walls by Amy Littleton	Elgin	TX	Amy Pina
Words Plus, Inc.	Lancaster	CA	
Wrightson, Johnson, Haddon & Williams, Inc.	Carrollton	TX	René Garza
YMCA of Central Texas	Waco	TX	Virginia Salsbury
Yoga Ed.	Honolulu	HI	Julia Bond
Yolexis A. Perez Estrada	West	TX	Yolexis A. Perez Estrada
Zaptech Solution Pvt. Ltd	NJ	NJ	
Zolon Tech, Inc.	Herndon	VA	

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609 items in 41 pages