



**BUSINESS OFFICE**  
5025 South Willow Drive  
Houston, Texas 77035  
Phone: (713) 667-4051

## **REQUEST FOR PROPOSALS (RFP #01/01/17)**

### **FOR SPECIAL EDUCATION SERVICES**

**Date of Issue: January 18, 2017**

All questions can be emailed to [vpsprocurementquestions@varnett.org](mailto:vpsprocurementquestions@varnett.org).

The Varnett Public School (Varnett) recommends you either hand deliver, mail, or courier the Request for Proposals (RFP) response, in a sealed envelope, to Varnett at the address below:

**The Varnett Public School**  
**Attn: Business Office**  
5025 South Willow Drive  
Houston, Texas 77035

NOTE: Delivery of Proposal envelope to other Departments within Varnett is not considered as delivery to the Business Office. A Proposal, although perhaps mailed in time, will be rejected if it is not received by the Business Office in a timely fashion.

Proposals received after the time and date specified below will not be considered and will be filed unopened. Varnett shall not be held liable for late Proposals.

Oral, e-mail, or telegraphic Proposals transmitted via facsimile machine are not acceptable. **DO NOT FAX YOUR SUBMISSION.** Proposals must be in a sealed envelope. The original documents must be signed in blue ink.

**SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES OF PROPOSAL.**

**PLEASE SUBMIT PROPOSAL NO LATER THAN 2:00 P.M. CST ON February 6, 2017.**

Mark your sealed envelope in the lower left-hand corner with RFP #01-01-17, Company Name, time, and due date, as noted above. (Should Varnett close for unforeseen reasons (force majeure) on the date the Proposal is due, the above referenced date should be changed to 2:00 P.M. CST the first date Varnett is open to conduct business).

You are invited to submit a Proposal to provide Special Education Services Services for the Varnett Public School from the date of award for a one (1) year period, with Varnett's options to renew annually for three (3) additional years.

The RFP response (Proposal) **MUST** be signed by an individual authorized to contractually bind the firm submitting the Proposal. A failure to sign the Proposal will cause it to be rejected as NON-RESPONSIVE. The Proposal must give full firm name and address of Proposer. The Person signing the Proposal should show title or authority to bind his/her firm in a contract.

**PROPOSALS WILL NOT BE OPENED OR READ PUBLICLY**

**THE VARNETT PUBLIC SCHOOL**

By:

Sandra Smith, Chief Financial Officer

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You are representing to The Varnett Public School that you are authorized to submit this proposal by signing below.

Proposal submitted (Circle One): YES NO

Company Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**REQUIRED SUBMITTAL**

## TABLE OF CONTENTS

<b>SECTION:</b>	<b>PAGES</b>
1.0 Instructions to Proposers.....	4 – 6
1.1 Process Overview	
1.2 Award / Evaluation of Proposals	
1.3 Evaluation Factors	
2.0 Varnett Public School Terms & Conditions.....	7 – 13
3.0 Scope of Services & Performance Requirements.....	13 – 17
4.0 Proposal Pricing Sheet.....	19 - 20
5.0 Required Forms.....	21 – 38

### **ATTACHMENTS – REQUIRED FORMS:**

- A. Deviation/Compliance Signature Form
- B. Confidentiality Declaration Form
- C. Commitment to Provide Insurance Affidavit
- D. Certification for Criminal History Check
- E. Felony Conviction Notification
- F. Antitrust Certification Statement
- G. General Certifications
- H. EDGAR Certifications for Contracts Funded by Federal Grants
- I. Legal Compliance
- J. Notice to Providers Conflict of Interest Disclosure Statements
- K. Form CIQ
- L. Conflict of Interest Questionnaire

## 1.0 INSTRUCTIONS TO PROPOSERS

**1.1 PROCESS OVERVIEW:** This section outlines the steps in the procurement process.

Pre-proposal Conference	January 26, 2017 10:00 am CST
Deadline for Questions	January 27, 2017, by 12:00 Noon CST
Deadline for Response to Questions/Addendum(s)	January 30, 2017, by 4:00 pm CST
Proposal Due Dates	February 6, 2017, by 2:00 pm CST

A Pre-proposal conference, with walk-thru, will be held at Varnett Administration Building, 5055 S. Willow, Houston, TX 77035 on January 26, 2017, at 10: 00 am. Questions must be submitted in writing no later than January 17, 2017, by 12:00 Noon CST.

Responses to questions, if required, will be posted on Varnett's Business Services website by January 30, 2017, at 4:00 pm CST. It is the Proposer's responsibility to check the Varnett website for addenda postings before submitting responses.

All Proposers must execute the **REQUIRED FORMS** enclosed (or otherwise requested herein) to be considered responsive. The name of the representative on these forms should be the same. All supplemental information required by the RFP Form must be included with the response. Failure to provide complete and accurate information may disqualify the Proposer.

If any exceptions are taken to any portion of this RFP, the Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form (**See Required Forms**), or as a separate attachment. The failure to identify exceptions or proposed changes will constitute the Proposer's Acceptance of the RFP requirements, terms, and conditions as proposed by Varnett. Varnett reserves the right to reject an RFP containing exceptions, additions, qualifications or conditions.

Varnett is exempt from federal excise taxes, state and local sales taxes and use taxes. Do not include these taxes in your Proposal.

Varnett's Business Office and Proposer(s) may enter into discussions and negotiations of Proposal, as necessary. Discussions/Negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, Varnett reserves the right to award a contract without discussions/negotiations.

No Proposal may be withdrawn before the opening of Proposals without written request addressed to Varnett's Chief Financial Officer by an authorized agent of the proposing firm and upon written approval by Varnett.

Varnett is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. Varnett assumes no liability or responsibility for the release of any information not properly identified and documented by the enclosed Confidentiality Declaration Form – (**See Required Forms**). Varnett assumes no liability or responsibility for the release of any information that the Texas Attorney General or a court of law determines to be subject to release. Proposals asserted to be copyright protected in their entirety may, in Varnett's sole discretion, be rejected as non-conforming.

## 1.2 Award/Evaluation of Proposals

- a. Varnett reserves the right to accept or reject all or any part of any Proposal, waive minor formalities/technicalities, and award the Proposal(s) deemed to offer the best value to Varnett.
- b. Varnett reserves the right to award to a single Proposer, multiple Proposers, each line item/good/service separately, or in any combination, it determines to be in Varnett's best interest.
- c. Proposals and offers must remain open for acceptance for ninety (90) days after the opening of Responses to the RFP, unless otherwise indicated, to allow time for the offer(s) to be evaluated and action taken by Varnett's Board of Directors if required.
- d. Varnett further reserves the right to:
  - i. Cancel this solicitation in whole or in part, at the sole discretion of Varnett.
  - ii. Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
  - iii. Conduct oral interviews/discussions or presentations necessary to select the best value Provider(s) and to obtain competitive pricing.
  - iv. Reject and disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of Varnett.
  - v. Waive any formalities, technicalities, or other defects if deemed in the best interest of Varnett; request clarification and correction of Provider(s) for the purpose of eliminating minor errors, clerical errors, and non-substantive irregularities.
  - vi. Be the sole judge of quality and equality.
  - vii. Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.

The successful Proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by Varnett.

By signing this RFP, the undersigned Proposer affirms that its company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other proposer and that the contents of this Proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this Proposal.

The person whose signature appears on the cover page of this RFP hereby certifies (by signing this document) that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this Proposal.

By signing this RFP, the Proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this RFP, including, but not limited to, copyright and/or patent laws and anti-collusion law. Failure of Proposer to sign their Proposal will render it null and void.

Proposer and associated solutions shall be evaluated based on the following selection criteria:

### 1.3 Evaluation Factors

EVALUATION CRITERIA		Points
1	Purchase price	<b>40</b>
1	The reputation of the Provider and the Provider's goods or services	<b>15</b>
2	The quality of the Provider's goods or services	<b>15</b>
3	The extent to which the goods or services meet Varnett's needs	<b>15</b>
4	The Provider's past relationship with Varnett	<b>15</b>
5	The impact on the ability of Varnett to comply with laws and rules relating to historically underutilized businesses	<b>0<sup>1</sup></b>
6	The total long-term cost to Varnett to acquire the Provider's goods or services	<b>0</b>
7	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (a) has its principal place of business in this state; or (b) employees at least 500 persons in this state.	<b>0</b>
	Total	<b>100</b>

<sup>1</sup> As a general rule, Varnett may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319. This procurement involves federal funds; therefore, geographic preferences will not be applied.

## **2.0 VARNETT PUBLIC SCHOOL TERMS AND CONDITIONS**

In submitting a Proposal, Proposer understands and agrees to be bound by the following terms and conditions, which shall be incorporated into any future contracts, agreements, or purchase orders between the Proposer and Varnett. Response to this RFP is an offer to contract with Varnett based upon the terms, conditions, the scope of work, and specifications contained in this RFP. An RFP does not become a contract unless and until Varnett accepts it after any necessary approval by Varnett's Board of Directors.

### **2.1 ASSIGNMENT**

The successful Provider may not assign its rights and duties under an award without the written consent of Varnett. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

### **2.2 TERMINATION**

Varnett shall have the right to terminate for default all or part of a resulting contract if the Provider breaches any of the terms hereof or if the provider becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Varnett may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

Varnett has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

Varnett may terminate a resulting contract and debar the firm from future "bidding" for violations of applicable federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and "Energy Policy and Conservation Act."

### **2.3 INDEMNIFICATION**

Varnett is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties under the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction.

The successful Provider will be expected to indemnify and hold harmless Varnett, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the Provider or its agents, employees, subcontractors, or Providers in the execution or performance of any agreements ultimately made by Varnett and the Provider.

### **2.4 REMEDIES**

The parties shall be entitled to exercise any right or remedy available to it either by law or in equity, subject to the choice of law, venue, and service of process clauses limitations agreed herein.

### **2.5 GOVERNING LAW AND VENUE**

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied by and governed by and enforced under the laws of the State of Texas. The parties hereto agree that exclusive venue shall be in Houston, Harris County, Texas.

## **2.6 PAYMENT TERMS**

Payment will be made within thirty (30) days after the later of receipt of goods/services and a properly submitted invoice. Varnett considers an invoice properly submitted when the following conditions are met:

- a. The invoice is received at the address indicated on the purchase order/contract.
- b. The pricing on the invoice matches the price on the purchase order/contract.
- c. The invoice includes a description of the goods or services provided, the purchase order number, invoice number, and any applicable cash discount.
- d. The quantities on the invoice do not exceed those specified in the purchase order/contract.
- e. The unique invoice number is used for each billing.
- f. The merchandise has been shipped, or the services have been performed.
- g. The description of goods and services on the invoice matches the description on the purchase order.

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

Purchase orders and contract(s) will serve as the award instrument(s) for this RFP. Orders will be placed as items are approved for purchase and funds become available.

## **2.7 FUNDING OUT CLAUSE**

Under Texas Local Government Code section 271.903, any Proposal/Offer accepted by Varnett and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. For more information, refer to section 271.903 or consult your legal counsel.

Funds are presently available for the fiscal year 2016-2017. Should Varnett's Board of Trustees not approve funds for this service for subsequent years, any contract resulting from this RFP will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to Varnett.

## **2.8 CRIMINAL HISTORY CHECKS**

During the term of this Agreement, the Provider's employees have the potential to have continuing duties and direct contact with students. Subsequently, the Provider is responsible for complying with Texas Education Code section 22.0834. The Provider may not commence work until the Business Office has approved all employees.

Varnett requires that all individuals who perform services on Varnett property under this RFP have a criminal background check. Before the provision of services by any such individual, the Proposer shall be responsible for providing to Varnett a criminal background check that was completed and dated within one (1) year of the proposed dates of service and that is sufficient to meet the standards determined by Varnett at its sole discretion. Failure to provide an acceptable and up-to-date criminal background check for each providing services under this RFP shall be grounds for immediate termination.

## **2.9 INSURANCE REQUIREMENTS**

If required, the successful Provider(s), at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows:



- The successful Provider(s) may be required to provide a copy of insurance coverage to VPS Business Office upon Notice of Award. Insurance certificates may contain a provision, or the Proposer's signature on this qualification document certifies, that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice of award has been given VPS. Insurance must remain in effect for the duration of this Agreement.
- This applies to Special Education Services provided by licensed or certified individuals, including, but not limited to, consultants, diagnosticians, and therapists. A certificate of insurance providing professional liability is required at \$1,000,000.

All insurance policies proposed or obtained in satisfaction of these requirements will comply with the following general specifications and will be maintained in compliance with these general specifications throughout the duration of the Agreement, or longer, if noted:

- Each policy will be issued by a company authorized to do business in the state of Texas with an A. M. Best Company rating of at least an A.
- Liability policies will be endorsed to provide the following:
  - Name as additional insured Varnett Public Schools, its officials, agents, and employees.
  - That such insurance is primary and non-contributing to any other insurance available to the additional insured.
  - All policies will be endorsed to provide 30 days' prior written notice or cancellation, nonrenewal, or reduction in coverage except ten days for nonpayment of premium.

Should any of the required insurance be provided under a claim made form, the Provider will maintain such coverage continuously throughout the term of this agreement and without lapse, for a period of three (3) years beyond the Agreement expiration, such that occurrences arising during the Agreement term which give rise to claims made after expiration of the Agreement will be covered.

## **2.10 EXCLUSIVITY OF AWARD**

Any award or contract resulting from this RFP document and the process described herein is not an exclusive award or guaranteed work. Varnett reserves the right to procure the services described herein from other sources **unless** the specifications herein and resulting contract documents expressly provide to the contrary, in which case the contract provision will control for this provision.

## **2.11 INDEPENDENT CONTRACTOR**

It is understood that in the performance of any services herein provided, for Provider shall be, and is an independent contractor, and is not an agent or employee of Varnett and shall furnish such services in its manner and method, except as required by this Agreement. Further, Provider has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Provider in the performance of the services hereunder. The Provider shall be solely responsible for and shall indemnify, defend, and save Varnett harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

## **2.12 RECORDS**

Upon request by Varnett, any duly authorized representative of Varnett shall, until three (3)

years after final payment under this Agreement, have access to and the right to examine directly pertinent books, papers, documents, accounts, and records of Provider involving transactions related to this Agreement and to examine Provider's place of business as necessary to determine whether the terms of this Agreement are being carried out. This audit will be conducted at a location where those business documents are being held at the time of the audit request. The Provider shall be required to maintain such records for three (3) years after final payment.

### **2.13 FEDERAL FUNDING**

The Education Department General Administrative Regulations (EDGAR) applies to contracts and agreements funded by federal grants. The Provider is required to sign agreeing to comply with the federal requirements outlined in the Required Form entitled: EDGAR Certifications for Contracts funded by Federal Grants.

### **2.14 COMPLIANCE WITH APPLICABLE LAWS AND VARNETT POLICIES**

Provider shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Varnett. Provider understands that Provider is ineligible to receive a contract award with Varnett if the Provider is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is thirty (30) days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Agreement, the Provider, and all subcontractors, if any, shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform under a contract awarded under this RFP. When required or requested by Varnett, the Provider shall furnish Varnett with satisfactory proof of Provider's compliance with this provision.

### **2.15 CONFIDENTIALITY**

Provider agrees to secure the confidentiality of all information and records by applicable federal and state laws, rules, and regulations. Provider understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g governs the privacy and security of educational records and information and agrees to abide by FERPA rules and regulations, as applicable. Provider also acknowledges that Varnett is subject to the Texas Public Information Act, and Provider waives any claim against and releases from liability Varnett, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Provider and determined by Varnett, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

## **2.16 INTERPRETATION**

This writing is intended by the parties as a final expression of their agreement and is also intended as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

## **2.17 EQUAL OPPORTUNITY**

It is the policy of Varnett not to discriminate by race, color, National origin, gender, limited English proficiency or handicapping conditions in its programs. Provider agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

## **2.18 FORCE MAJEURE**

Neither Varnett or the Provider shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Provider's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, Varnett shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of Varnett's contractual, legal, or equitable rights.

## **2.19 VARNETT PROPERTY**

In the event of loss, damage or destruction of any property owned by or loaned by Varnett that is caused by Provider or Provider's representative, agent, employee, or contractor, Provider shall indemnify Varnett and pay Varnett the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Provider's receipt of written notice of Varnett's determination of the amount due. If Provider fails to make timely payment, Varnett may obtain such money from Provider by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Provider by Varnett.

## **2.20 NO AGENCY OR ENDORSEMENTS**

Varnett and the Provider are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that the Provider is independent of Varnett and is not an employee, agent, joint venturer, or partner of Varnett, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between Varnett and the Provider or Varnett and any of Provider's agents. Provider agrees that Varnett has no responsibility for any conduct of any of Provider's employees, agents, representatives, contractors, or subcontractors.

## **2.21 SEVERABILITY**

In the event that any one or more of the provisions contained in this Agreement 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 provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## **2.22 CONFLICT OF INTEREST**

By federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of Varnett may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through Varnett's written procedures, Varnett has set a minimum amount of less than \$50 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through Varnett's personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the School Board President and addressed through Varnett's policies.

## **2.23 PERFORMANCE**

Provider agrees to use commercially reasonable best efforts to provide the product(s) and service(s) subject to this RFP. The Provider shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, contract, or Purchase Order under this RFP. The Provider shall use skilled, trained personnel, who shall be supervised by Provider. Provider shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this RFP. Provider, its employees, and consultants may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or Varnett's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on Varnett's property.

## **2.24 RIGHT TO REVIEW, AUDIT, AND INSPECT**

Varnett and any federal agency that has awarded federal funds/grant(s) to Varnett, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Provider's records and accounts relating to this RFP and inspect any project performed by the Provider relating to this RFP. Records subject to audit/review shall include, but are not limited to, all Purchase Orders resulting from this RFP and records which may have a bearing on matters in connection with the Provider's work for Varnett, and shall be open to inspection and subject to audit/review and/or reproduction by Varnett and/or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- a. Provider's compliance with the requirements of the RFP;
- b. Compliance with provisions for computing billings to Varnett; and
- c. Any other matter related to this RFP.

## **2.25 PENALTIES**

If the Provider is unable to provide the product(s) or services at the prices quoted in Provider's proposal or if Provider fails to fulfill or abide by the terms and conditions of the Contract, the RFP, or a purchase order, Varnett may take the following action(s), in the sole discretion of Varnett, and Provider agrees to comply with the chosen action(s):

- a. Insist that the Provider honor the quoted price(s) specified in Provider's proposal or the Purchase Order, as applicable.
- b. Have the Provider pay the difference between the Provider's price and the price of the next acceptable proposal, as determined by Varnett.
- c. Have the Provider pay the difference between Provider's price and the actual purchase price of the product or service on the open market.
- d. Recommend to Varnett's Administration and Varnett's Board of Directors that the Provider no longer be given the opportunity to submit a proposal to Varnett and that the contract is terminated.

## **3.0 SCOPE OF SERVICE & PERFORMANCE REQUIREMENTS**

### **3.1 Purpose of Solicitation**

Varnett is seeking qualified Proposers interested in contracting with Varnett to provide Special Education Services services.

#### **Specific services requested include:**

- a. Licensed Psychologists;
- b. Licensed Specialists in School Psychology;
- c. Texas Certified Educational Diagnosticians;
- d. Licensed Physical Therapists;
- e. Licensed Occupational Therapists;
- f. Optometrists/Ophthalmologists (MD);
- g. Licensed Speech-Language Pathologists;
- h. Licensed Music Therapists;
- i. Board Certified Behavior Analysis (BCBA);
- j. Certified Interpreter for the Deaf;
- k. Licensed Audiologists;
- l. Board Certified Otologists (MD);
- m. Educational Consultants with Expertise in Behavior;
- n. Educational Consultants with Expertise in Instructional/Intervention Resources;
- o. Educational Consultants with Expertise in Program Improvement;

- p. Dyslexia Specialists; and
- q. Other Special Education Services.

### 3.2 Services Requested

Services requested include special education related evaluation, consultation, professional staff development, program improvement, and direct services as defined below:

**Consulting:** Transference of specific knowledge from a professional with wide knowledge of a specific subject in the area of special education. These services may include providing advice to teachers, staff, and parents about disabilities and other areas associated with special education trends and issues.

**Evaluation:** A process of collecting information both formally and informally from a number of sources about a specific student. Evaluations may include standardized tests and other measures whose results may lead to determine if a student meets state and federal eligibility criteria as a child with a special education disability.

**Professional Staff Development:** Activities to enhance professional career growth for teachers and other educational staff in specific areas related to special education.

**Program Improvement:** The process of assisting special education administrators and other personnel in improving special education programs in The Varnett Public School. Improvement targets may result from advice from professionals with expertise in the areas needing improvement.

**Direct Services:** Services given to students as recommended by their Individualized Educational Program (IEP). Examples include therapy and counseling for the educational setting.

### 3.3 Respondent's Submittal:

Each firm shall organize the Proposal in the order listed below and include the requested content:

#### 1. Proposer Background and Experience

Letter of intent shall be submitted with the Proposal and must be signed by an individual authorized to contractually bind the firm. Failure to provide the letter will be considered as "non-responsive."

#### 2. Key Project Personnel

Provide information/resumes for key project personnel.

##### a. References

Complete and submit the reference form for three (3) projects of similar nature.

**b. Reference Form**

<b>Name of School/Firm:</b>
<b>Address:</b>
<b>Contact Person:</b>
<b>Telephone Number:</b>
<b>Email Address:</b>
<b>Contract Amount:</b>
<b>Contract Date:</b>
<b>Description of Services:</b>

**Company Name:** \_\_\_\_\_

**Please check each service that your firm is proposing to provide to Varnett:**

- Licensed Psychologists
- Licensed Specialists in School Psychology
- Texas Certified Educational Diagnosticians
- Licensed Physical Therapists
- Licensed Occupational Therapists
- Optometrists/Ophthalmologists (MD)
- Licensed Speech-Language Pathologists
- Licensed Music Therapists
- Board Certified Behavior Analysis (BCBA)
- Certified Interpreter for the Deaf
- Licensed Audiologists
- Board Certified Otologists (MD)
- Educational Consultants with Expertise in Behavior
- Educational Consultants with Expertise in Instructional/Intervention Resources
- Educational Consultants with Expertise in Program Improvement
- Dyslexia Specialist

- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

**Submit this sheet with the proposal.**



**EXHIBIT A: Service Provider Matrix/Categories**

**Name of Service Provider:** \_\_\_\_\_

Please enter below the years of experience requested for Evaluations and Consulting.

<b>Evaluation</b>	<b>Years of Experience</b>	<b>Consulting</b>	<b>Years of Experience</b>
Autism		Autism	
Emotional Disturbance		Emotional Disturbance	
Neuropsychology		Behavior Management	
Behavior Management		Attention Deficit Hyperactivity Disorder (ADHD)	
Cross Battery		Learning/Cognitive Disabilities	
Learning/Cognitive Disabilities		Cross Battery	
Traumatic Brain Injury (TBI)		Speech- Articulation, Voice, Fluency, Language	
Cultural Difference/Cultural Responsiveness		Early Intervention	
Limited English Proficiency (LEP)		Traumatic Brain Injury	
Early Childhood		Instruction	
Applied Behavior Analysis (ABA)		Early Childhood	
Vision		Legal Issues	
Occupational Therapy (OT)		Cultural Differences/Responsiveness	
Physical Therapy (PT)		Limited English Proficiency	
Speech-Language Therapy		Occupational Therapy	
Vocational		Physical Therapy	
Assistive Technology (AT)		Report Writing	
Auditory Impairments		Vocational	
Medical Exams		Transition	
Music Therapy		Assistive Technology	
Non-Verbal/Low Incident Evaluation		Auditory Impairments	
Bilingual		Deaf Interpreting	
Dyslexia		Interpreting/Translation	
Music Therapy		Low Incident Disabilities	

**Submit this sheet with the proposal.**

**EXHIBIT A: Service Provider Matrix/Categories - Continued**

**Name of Service Provider:** \_\_\_\_\_

Please enter the number of years of experience for the direct services indicated below.

<b>Direct Services</b>	<b>Years of Experience</b>
Counseling/Psychology services	
Educational Diagnostician	
Occupational Therapy	
Physical Therapy	
Speech Therapy	
Music Therapy	
Optometry/Ophthalmology	
Deaf Interpreting	
Audiology	
Consulting services with expertise in behavior	
Consulting services with expertise in instructional/intervention resources	
Consulting services with expertise in Program Improvement	
Bilingual Evaluations/Therapy	
Dyslexia	
Other	

**Submit this sheet with the proposal.**

#### 4.0 PRICING SHEET

The prices in this proposal have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other offeror or with any competitor. I, or we, are authorized to submit this Proposal and have not been a party to any collusion among proposers in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing; or with any Varnett employee, member of Varnett's Board of Directors, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with Varnett's Purchasing personnel; or in any discussions or actions between proposers and any Varnett employee, member of Varnett's Board of Directors, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

- An individual proprietorship
- A partnership
- A corporation chartered under the laws of the State of \_\_\_\_\_, acting by its officers under its by-laws or a resolution of its Board of Directors

#### Company Officer:

Date: \_\_\_\_\_ Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Firm's Address: \_\_\_\_\_  
Street Address

Name: \_\_\_\_\_  
Please Print City State Zip

Title: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Please Print

E-mail: \_\_\_\_\_ Fax #: \_\_\_\_\_

Fed ID #: \_\_\_\_\_

**Submit this sheet with the proposal.**

The company or provider agrees to provide the specified Special Education Services to Varnett at the rates indicated below and agrees to hold the rates firm for the term of the Agreement, including the optional renewal years.

**Please check each service that your firm is proposing to provide and enter the related proposed rates:**

**NOTE:** Per Hour, Part-time (4 hours per Day), and Full Day (8 hours per Day),

Company Name:				
		Per Hour Rate	Part-time Rate	Full Day Rate
1	Licensed Psychologists	\$	\$	\$
2	Licensed Specialists in School Psychology	\$	\$	\$
3	Texas Certified Educational Diagnosticians	\$	\$	\$
4	Licensed Physical Therapists	\$	\$	\$
5	Licensed Occupational Therapists	\$	\$	\$
6	Optometrists/Ophthalmologists (MD)	\$	\$	\$
7	Licensed Speech-Language Pathologists	\$	\$	\$
8	Music Therapist	\$	\$	\$
9	Board Certified Behavior Analysis (BCBA)	\$	\$	\$
10	Certified Interpreter for the Deaf	\$	\$	\$
11	Licensed Audiologists	\$	\$	\$
12	Board Certified Otologists (MD)	\$	\$	\$
13	Educational Consultants with Expertise in Behavior	\$	\$	\$
14	Educational Consultants with Expertise in Instructional/Intervention Resources	\$	\$	\$
15	Educational Consultants with Expertise in Program Improvement	\$	\$	\$
16	Dyslexia Specialist	\$	\$	\$
17	Full Individual Evaluations (FIE)	\$	\$	\$
18	Bilingual Full Individual Evaluations (FIE)	\$	\$	\$
19	Psychological Evaluation	\$	\$	\$
20	Bilingual Psychological Evaluations	\$	\$	\$
21	ARD (Pre and Post) Planning, Facilitation, Check and Monitoring	\$	\$	\$
	Other:	\$	\$	\$
	Other:	\$	\$	\$
	Other:	\$	\$	\$
	Other:	\$	\$	\$

**Submit this sheet with the proposal.**

## **5.0 REQUIRED FORMS**

- A. Deviation/Compliance Signature Form
- B. Confidentiality Declaration Form
- C. Commitment to Provide Insurance Affidavit
- D. Certification for Criminal History Check
- E. Felony Conviction Notification
- F. Antitrust Certification Statement
- G. General Certifications
- H. EDGAR Certifications for Contracts funded by Federal Grants
- I. Legal Compliance
- J. Notice to Providers Conflict of Interest
- K. Form CIQ
- L. Conflict of Interest Questionnaire

**ALL REQUIRED FORMS MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL, OR PROPOSAL WILL BE DEEMED NONRESPONSIVE.**





Address

City

State

Zip

Phone





## COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT

**RFP #01-01-17**

### **SPECIAL EDUCATION SERVICES**

By submitting a proposal response and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten (10) days of notification of award.

*If the above ten-day requirement is not met, The Varnett Public School Business Office has the right to reject this proposal and award the contract to the next firm meeting all requirements. If you have any questions concerning these requirements, please contact the Varnett representative addressed in this procurement document, Business Office at (713) 667-4051.*

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## CERTIFICATION FOR CRIMINAL HISTORY CHECK

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Providers must certify to Varnett that they have complied and must obtain similar certifications from theirs if any. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. For more information or to set up an account, Provider should contact the Texas Department of Public Safety’s Crime Records Service at (512) 424-2474.

**Definitions:**

**Covered employees:** Employees of a provider who have or will have continuing duties related to the service to be performed at Varnett and have or will have direct contact with students. Varnett will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** (1) Any conviction or other criminal history information designated by Varnett; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under eighteen (18) or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

---

On behalf of \_\_\_\_\_ (“Provider”), I, the undersigned authorized signatory for Provider, certify to The Varnett Public School that: **[check one]:**

None of the employees of Provider and any sub-providers are *covered employees*, as defined above. If this box is checked, I further certify that Provider has taken precautions or imposed conditions to ensure that the employees of Provider and any sub-providers will not become *covered employees*. The Provider will maintain these precautions or conditions throughout the time the contracted services are provided.

**Or**

Some or all of the employees of Provider and any sub-providers are *covered, employees*. If this box is checked, I further certify that:

- 1) The Provider has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- 2) If Provider receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify Varnett in writing within three (3) business days.
- 3) Upon request, Provider will provide Varnett with the name and any other requested information of covered employees so that Varnett may obtain criminal history record information on the covered employees.
- 4) If Varnett objects to the assignment of a covered employee by the covered employee's criminal history record information, Provider agrees to discontinue using that covered employee to provide services at Varnett.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

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Company Name Printed Name of Company Representative

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Signature Date

For additional information on how to comply with this statute, please contact The Varnett Public School Business Office, (713) 667-4051, 5025 South Willow Drive, Houston, Texas 77035.



## FELONY CONVICTION NOTIFICATION

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

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

Subsection (c) states “this section does not apply to a publicly held corporation.”

-----  
I, the undersigned agent for the Provider named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

Provider’s Name/Company Name:

-----

Authorized Representative’s Name (Printed or Typed):

-----

**You must select one and sign below:**

- Provider is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).
- Contractor/Provider **is not** owned nor operated by anyone who has been convicted of a felony.
- Contractor/Provider **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): \_\_\_\_\_

Detail of Conviction(s): \_\_\_\_\_

*(Attach additional pages if necessary)*

Signature of Authorized Representative: \_\_\_\_\_

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



## ANTITRUST CERTIFICATION STATEMENT

**(Tex. 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 behalf or 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 has 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.

Proposer's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

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

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

**CERTIFICATION OF RESIDENCY**

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for Varnett to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Nonresident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002: "A governmental entity may not award a governmental contract to a non-resident bidder unless the nonresident underbids the lowest bid submitted by a resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Company submitting bid is a resident bidder:  YES  NO

City and State of vendor's principal place of business: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION**

**As per Section 231.006, Texas Family Code, as amended by Section 82 of H.B. 433, 74th Legislature, R.S. (Acts 1995, 74th Leg., R.S., ch. 751), all bidders must complete and submit with the bid the following affidavit:** I, the undersigned Provider, do hereby acknowledge that a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which such a person is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services.

I further acknowledge that a child support obligor or business entity ineligible to receive payments described above shall continue to be ineligible until: (1) all arrearage have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption.

In accordance with 231.006, the names and social security numbers of the individual identified in the contract, bid or application or the sole proprietor and each partner, shareholder, or owner with a minimum 25% ownership interest in the business entity identified therein are provided below:

_____	_____
Name	Social Security Number
_____	_____
Name	Social Security Number
_____	_____
Name	Social Security Number

Under Section 231.006, the Provider at this moment certifies that the individual or business entity named in this contract, bid, or application, is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

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

The following provisions are required and apply when Varnett expends federal funds for any contract resulting from this procurement process.

- (A) **Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Under Federal Rule (A) above, when Varnett expends federal funds, Varnett reserves all rights and privileges under the applicable laws and regulations on this procurement in the event of a breach of contract by either party.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

- (B) **Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts more than \$10,000)**

Pursuant to Federal Rule (B) above, when Varnett expends federal funds, Varnett reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Provider, in the event Provider fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Varnett also reserve the right to terminate the contract immediately, with written notice to Provider, for convenience, if Varnett believes, in its sole discretion that it is in the best interest of Varnett to do so. The Provider will be compensated for work performed and accepted and goods accepted by Varnett as of the termination date if the contract is terminated for the convenience of Varnett. Any award under this procurement process is not exclusive, and Varnett reserves the right to purchase goods and services from other providers when it is in the best interest of Varnett.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

- (C) **Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

Under Federal Rule (C) above, when Varnett expends funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.  
Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). By the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Also, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Under Federal Rule (D) above, when federal funds are expended by Varnett, during the term of an award for all contracts and subgrants for construction or repair, Proposer will be in compliance with all applicable Davis-Bacon Act provisions.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor, must be required to compute the wages of every mechanic and laborer by a standard work week of 40 hours. Work more than the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 40 hours during the work week. The requirements of 40 U.S.C. 3704 apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

Under Federal Rule (E) above, when Varnett expends federal funds, Proposer certifies that during the term of an award for all contracts by Varnett resulting from this procurement process, Proposer will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of

**experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.**

Under Federal Rule (F) above, when federal funds are expended by Varnett, Proposer certifies that during the term of an award for all contracts by Varnett resulting from this procurement process, Proposer agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Under Federal Rule (G) above, when Varnett expends federal funds, Proposer certifies that during the term of an award for all contracts by Varnett resulting from this procurement process, Proposer agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when Varnett expends federal funds, Proposer certifies that during the term of an award for all contracts by Varnett resulting from this procurement process, Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**



Pursuant to Federal Rule (l) above, when federal funds are expended by Varnett, The Proposer certifies that during the term and after the awarded term of an award for all contracts by Varnett resulting from this procurement process, Proposer certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification is included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

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

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

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

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**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS  
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS  
MORE THAN \$100,000 OF FEDERAL FUNDS**

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When Varnett expends federal funds for any contract resulting from this procurement process in excess of \$100,000, Proposer certifies that the Proposer is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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Proposer certifies that Proposer is in compliance with all applicable provisions of the Buy America Act. Purchases made by the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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Proposer certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative

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

Proposer's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

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

Printed Name and Title of Authorized Representative: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_

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



## LEGAL COMPLIANCE

### RFP #01-01-17

It is the proposing company's duty and responsibility to have knowledge of and be responsible for, compliance with all applicable laws, rules, and regulations as they apply to this procurement process and any subsequent award.

If awarded under this document, does the firm agree to comply, in all relevant respects, with all federal, state, and local laws, rules and regulations related to the performance of services or supply of goods to The Varnett Public School?

YES \_\_\_\_\_ NO \_\_\_\_\_

**Your signature below certifies the accuracy of your answers to all sections on this page.**

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Authorized Signature

Printed Name

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Company Name and Address

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Telephone Number

Date



## Notice to Providers Conflict of Interest

### RFP #01-01-17

Varnett is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Varnett or who seeks to do business with Varnett must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Varnett or a family member of the officer, as described in section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Varnett or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Varnett.

**“Vendor”** means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7)*.

**“Business relationship”** means a connection between two or more parties based on the 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. *Texas Local Government Code 176.001(3)*.

**“Family relationship”** means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a)*.

**“Local government officer”** means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. *Texas Local Government Code 176.001(4)*.

- **Current local governmental officers include, but are not limited to:**  
Sandra Smith
  
- **Members of Varnett’s Board of Directors and School Board include:**  
Dr. Matthew Plummer  
Dr. Edgardo Colon  
Clarence White III  
Marcia Johnson  
Ward S. Gray  
Carolyn Scantlebury  
Dr. Margaret Stroud

**If no conflict of interest exists, you must fill out Box 1 and type N/A in Box 3 of the CIQ form, sign and date it.**

In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

Forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a Request for Qualifications or bid, correspondence, or other writing related to a potential agreement with the entity.
2. The Provider also shall file an updated questionnaire:
  - a. not later than September 1 of each year in which a covered transaction is pending, and
  - b. the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
3. A Provider is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Please send the completed form to The Varnett Public School, 5025 South Willow Drive, Houston, Texas 77035.

**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.