

WEST OSO INDEPENDENT SCHOOL DISTRICT
Special Education Contracted Services
Request for Proposal (RFP) Number 23-002

CONTRACT REQUIREMENTS

For establishing the terms and conditions for the contract, the awarded Proposer(s) shall hereby be known as Contractor.

1. **DESCRIPTION.**

This contract shall be for the purchase of Special Education Contracted Services in accordance with the instructions, terms and conditions, and requirements/specifications contained in this agreement. This Solicitation does not cover Professional Services as defined by Texas Education Code Section 44.031(f) and Texas Government Code Section 2254.003.

2. **TERM OF CONTRACT.**

The contract shall be in effect from date of award through October 31, 2024, with the option to extend for one year at the District's sole option.

3. **TYPE OF CONTRACT.**

Firm fixed hourly rates for the term of the contract, including any extensions exercised by the District.

4. **SCOPE OF SERVICES.**

4.1. ***General Requirements.***

The Contractor shall provide Special Education Contracted Services, subject to the terms and conditions of the contract, for the following services:

- 4.1.1. Certified Occupational Therapist Assistant
- 4.1.2. Interpreting / Translating Services
- 4.1.3. Licensed Physical Therapist;
- 4.1.4. Licensed Physical Therapist Assistant;
- 4.1.5. Licensed Speech-Language Pathologist (SLP-CCC);
- 4.1.6. Licensed Speech-Language Pathologist Assistants;
- 4.1.7. Licensed Specialist in School Psychology (LSSP);
- 4.1.8. Licensed Registered Nurse;
- 4.1.9. Licensed Vocational Nurse;
- 4.1.10. Texas Certified Educational Diagnosticians / Assessment Specialist,
- 4.1.11. Texas Certified Teacher of the Visually Impaired (TVI);
- 4.1.12. Vision Evaluation;
- 4.1.13. Orientation and Mobility Specialist (COMS); and
- 4.1.14. Other special education Contracted service providers for special needs students district-wide

4.2. Services may be performed at any of the District campuses or business offices.

4.3. Notwithstanding the requirements of this Contract, if WOISD determines that Special Education Contracted Services to be performed are outside of or exceed the scope of services included herein, WOISD reserves the right to procure such services through a separate process.

4.4. Hourly rates must include all transportation costs. The District will not pay for mileage or fuel charges.

4.5. ***Assessment.***

- 4.5.1. Gain consent for initial special education evaluation.
- 4.5.2. Assess students with disabilities and determine eligibility for services.
- 4.5.3. Participate in the Admission, Review, and Dismissal (ARD) Committee to assist with the interpretation of assessment data, answer parent questions, appropriate placement, and goal setting for students according to District procedures.
- 4.5.4. Draft and /or review educational goals and objectives and review evaluations.
- 4.5.5. Complete reviews of existing evaluation data.
- 4.5.6. Compile, maintain, and file all reports, records and other documents required according to mandated federal timelines and District policy.

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- 4.5.7. Provide data to regarding student progress and campuses recommendation for students.
 - 4.6. **Consultation.**
 - 4.6.1. Consult with educational staff and parents regarding Special Education Services.
 - 4.6.2. Provide staff development training in assigned school to assist personnel with selection and use of adaptive equipment and understanding of program services.
 - 4.6.3. Consult with parents, teachers, administrators, and other relevant people to enhance their work with students.
 - 4.6.4. Consultant regarding assistive technology.
 - 4.6.5. Outside of the ARD, provide direct therapy and / or counseling depending on the discipline, if needed.
 - 4.7. **Student Management.**
 - 4.7.1. Create an environment conducive to learning and appropriate for the maturity level, interests, and needs of the students.
 - 4.7.2. Provide structure and establish control of student behavior to effectively implement IEP goals and objectives.
 - 4.8. **Program Management.**
 - 4.8.1. Develop and coordinate a continuing evaluation of the service program, and implement changes based on the finding.
 - 4.8.2. Assist in the selection of equipment and adaptive material relative to the service program.
 - 4.9. **Administration.**
 - 4.9.1. Comply with policies established by federal and state law, State Board of Education rule, and local board policy.
 - 4.9.2. Participate in professional development activities to improve skills related to job assignment.
 - 4.9.3. Serve on specialized assessment teams as needed.
 - 4.9.4. Serve on ARD committee for students receiving Special Education services.
 - 4.9.5. Serve as a District resource for training and in-service as needed.
 - 4.10. **Labor Force.**
 - 4.10.1. Only thoroughly trained and experienced personnel, completely familiar with the services required, shall be used. In acceptance or rejection of work performed, no allowance will be made for the lack of skill or experience on the part of the Contractor's staff.
 - 4.10.2. The Contractor may use in-house or sub-contracted employees, but all work must be performed by skilled workers competent in providing the services described herein under the supervision of the Contractor.
 - 4.10.3. Any subcontractors used by the Contractor will be the responsibility of and be under the direction and supervision of the Contractor. WOISD reserves the right to refuse the Contractor's selection of a subcontractor.
 - 4.10.4. The Contractor shall have sufficient resources to be able to work multiple jobs at the same time.
 - 4.11. **Access to District Facilities.**
 - 4.11.1. Pursuant to Texas Education Code Section 22.083, 80th(R) Texas Legislative Session as Senate Bill No. 9, individuals that come in contact with students shall be fingerprinted and the person's national criminal history record information researched to determine the individual's criminal history. "National criminal history record information" means criminal history record information obtained from the Texas Department of Education under Subchapter F, Chapter 411, of the Texas Government Code (TGC), and from the Federal Bureau of Investigation under Section 411.087, TGC.
 - 4.11.2. Contractor will comply with all West Oso ISD policies and guidelines for contractors that will have contact with students.
5. **DRESS CODE.**
Contractor's staff must be dressed in appropriate business attire when performing services. The District Representative will determine if attire is appropriate.

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6. **TRANSPORTATION.**

Contractor's must have their own transportation to and from work location. Billable hours are to begin when the Contractor's staff has reported to District Representative. There will be no reimbursement by the District for travel time to and from assigned work location.

7. **CRIMINAL HISTROY/BACKGROUND CHECKS.**

- 7.1. In accordance with Texas Education Code, Section 22.083 (<http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.22.htm#22.083>) Access to Criminal History Records of Employees by Local and Regional Education Authorities, any individual that will be in direct contact with students will require that the individual be fingerprinted prior to beginning work with the District. Documentation required for fingerprinting will be coordinated in conjunction with the Department of Public Safety.
- 7.2. National criminal history record checks must be done on all individuals that will be required to be on a District campus to perform the services stated herein. The Contractor shall provide proof of proper documentation of such checks as required by the District. "National criminal history record information" means criminal history record information as required by Texas Government Code (TGC) Section 411.087 (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.411.htm#411.087>).
- 7.3. If during the term of this contract the State of Texas changes or implements new laws related to criminal history information, or West Oso ISD changes or implements new policies or guidelines for individuals that will have contact with students, the individual will be subject to such changes.

8. **INSURANCE.**

- 8.1. For the term of this contract, including any extensions, the Contractor shall provide proof and maintain, at a minimum, the following insurance coverage:
 - 8.1.1. Workers' Compensation as required by law including Owner's Protective Liability.
 - 8.1.2. Comprehensive Liability with minimum Bodily Injury Limits of not less than \$500,000 for each incident and \$1,000,000 for the aggregate, Property Damage Liability with minimum limits of not less than \$500,000 for each incident and \$1,000,000 for the aggregate and Owner's Protective Liability with the same minimum limits as above.
 - 8.1.3. Comprehensive Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of the Contractor, with minimum combined single limit of \$1,000,000.00.
 - 8.1.4. A certificate of insurance for each of the above policies shall be delivered to the WOISD Purchasing Department before any work is performed. Any insurance changes or renewals shall be sent to the WOISD Purchasing Department immediately upon execution.

9. **EVALUATION CRITERIA.**

A committee selected by WOISD will review and evaluate all responses. WOISD has determined which criteria should be considered most important and has assigned evaluation factors. WOISD will base a recommendation for contract award on the following factors.

9.1 ***Evaluation Factors.***

- 9.1.1. Price
- 9.1.2. Vendor holds appropriate licensure/certification
- 9.1.3. Extent to which the goods and/or services meet WOISD's needs
- 9.1.4. Vendor's past relationship with WOISD
- 9.1.5. Impact on the ability of WOISD to comply with laws