

**NORTH EAST INDEPENDENT SCHOOL DISTRICT
8961 TESORO DRIVE
SAN ANTONIO, TEXAS 78217**

RFPs will be received by the Board of Trustees of the North East Independent School District for **CONSULTANTS FOR SPECIAL EDUCATION AND RELATED SERVICES II**, per proposal specifications and conditions.

Proposals will be received in the Office of the Director of Procurement and eCommerce until **Wednesday, November 18, 2009 at 3:00 p.m.** Proposals received after the specified time will not be considered. All interested parties are invited to be present for the RFP receipt in the office of the Director of Procurement and eCommerce, **NORTH EAST EDUCATION CENTER, 8961 TESORO DRIVE, SUITE 317.**

The Board of Trustees of the North East Independent School District or its designee reserves the right to reject any and/or all proposals, to make awards as they may appear to be advantageous to the District and to waive all formalities and irregularities in bidding.

North East Independent School District participates in interlocal agreements with Judson ISD and Northside ISD. Awarded vendors agree to extend proposal pricing to Judson ISD and Northside ISD. North East ISD does not guarantee the use of this proposal, use will be at the discretion of Judson and Northside ISD's. Any contract resulting from this agreement is strictly between the individual districts and the proposer.

Please mail or deliver to:

David Bohannon, Director of Procurement & eCommerce
North East Independent School District
8961 Tesoro Drive, Suite 317
San Antonio, Texas 78217

NEISD DOES NOT ACCEPT ELECTRONIC SUBMISSIONS OR FAX BIDS.

Please fill in the RFP Invitation Number and the RFP Opening Date of this invitation on the attached adhesive label and use it for a mailing label.

NOTE: This is a request for proposal, IT IS NOT AN ORDER.

RFP #49-10

NOTE: FAILURE TO RESPOND TO THIS RFP WILL REMOVE YOUR NAME FROM OUR BID LIST FOR THIS PARTICULAR ITEM. IF YOU CANNOT BID ON THIS ITEM AT THIS TIME AND WOULD LIKE TO REMAIN ON THE BID LIST, PLEASE SUBMIT A "NO BID" ON THE RFP FORM AND RETURN IT TO US.

COMPANY _____

**NORTH EAST INDEPENDENT SCHOOL DISTRICT
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RFP #49-10 - CONSULTANTS FOR SPECIAL EDUCATION AND RELATED SERVICES II

SPECIFICATIONS AND CONDITIONS

The North East Independent School District (NEISD) is requesting proposals for consultants for special education and related services, per the following specifications and conditions:

1. Consultant services will be contracted on an **as needed** basis.
2. Consultants should have a minimum of a Masters degree in special education or related field, and documented experience in teaching and /administration of special education programs. **Copies of appropriate certificates and/or licenses must accompany proposal. Failure to submit appropriate certificates and/or licenses could result in disqualification of the proposal.**
3. It is estimated that NEISD requires approximately 320 hours of service per month during the year.
4. This proposal may be awarded to one or more bidders. The best interest of NEISD will be the determining factor. NEISD reserves the right to waive any irregularities or formalities in this proposal. NEISD reserves the right to reject any and all proposals.
5. Consultant serves will be administered through the special education department.
6. **The price per day for this service is to include all costs to the District.**
7. It is not the policy of the North East Independent School District to purchase on the basis of low proposals alone. Quality and suitability to purpose being controlling factors, it is understood that the purchaser reserves the right to arrive at such by whatever means may be determined. The following criteria shall be used to evaluate each proposal:
 - (1) Purchase price
 - (2) Reputation of vendor and of the vendor's goods or services
 - (3) Quality of vendor's goods or services
 - (4) Extent to which the goods or services meet the district's needs
 - (5) Vendor's past relationship with the district
 - (6) Impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
 - (7) Total long-term cost to the district to acquire the vendor's goods and services
 - (8) Any other relevant factor specifically listed in the request for bids or proposals

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- 8. Upon approval by the Board of Trustees, if required, contracts for purchase will be put into effect by means of purchase orders issued by the Senior Director of Procurement and eCommerce.
- 9. Payment terms will be net thirty (30) days after acceptance of delivery or signed receipt or correct invoice, whichever comes later.
- 10. Return original and one photocopy of proposal. Original and copy should be labeled as such. **Failure to submit a photocopy may result in the disqualification of the proposal.**

For questions regarding this proposal, contact Chris Condren at 210.804.7211.

INSURANCE REQUIREMENTS

Proposers must carry and provide proof insurance which meets the requirements established by NEISD. Proof of insurance coverage must be submitted with the proposal. **Insurance coverage should name North East ISD as an additional insured.** Failure to provide proof of required insurance coverage could result in the disqualification of the offer. The following minimum coverages are required:

Individual:

Automobile Liability	
Bodily injury	\$25,000person/\$50,000 group
Property damage	\$25,000
General Liability	\$1,000,000

The insurance limits set are the minimum coverage as required by the State of Texas. **A copy of insurance certificate must be included in proposal submission.**

Company (providing consultants)

Automobile Liability	
Bodily injury	\$100,000@person/\$300,000@accident
Property damage	\$100,000 or \$500,000 combined single limits
General Liability	\$1,000,000 minimum

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NEISD is tobacco-free, drug-free, weapon-free and alcohol-free. It is the responsibility of the proposer to assure NEISD that proposer is not under the influence and/or possession of drugs, tobacco, alcohol or weapons while attending NEISD students. **If a proposer is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the proposer will be immediately notified by NEISD that the contract between proposer and NEISD is immediately terminated.**

During the 2007 session, the Texas Legislature enacted Senate Bill 9, which contains new security requirement. Included in these new requirements is Section 22.0834 of the Texas Education Code. Section 22.0834 requires any consultant contracting with a school district after January 1, 2008 who will (1) perform continuing duties related to the contract, and (2) has or will have direct contact with students, must submit a national criminal history record review, including fingerprinting prior to starting work.

RETENTION OF AND ACCESS TO RECORDS

The proposer shall retain any books, documents, papers, and records, which are directly pertinent to the contract. The proposer shall make the said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee or grantee of funds, or their authorized representatives, for a period of five (5) years following the termination of the contract.

ON-SITE VISITATION BY NEISD

The District may conduct on-site visits, as needed, with no prior notification to provider, to ensure that all specifications and conditions, set forth in this proposal and/or ARD's of students, are adhered to.

ASSIGNMENT – DELEGATION

No right or interest in this contract shall be assigned or delegation of any obligation made by the Proposer without the written permission of the District. Any attempted assignment or delegation by the contractor shall be void and totally ineffective for all-purposes unless made in conformity with this paragraph.

DEVIATION FROM SPECIFICATIONS

Any deviation from specifications should be listed under the Deviation Section of the proposal form.

MODIFICATIONS

This contract can be modified only by written agreement signed by both of the parties or their duly authorized agents.

NO WAIVER PROVISION

The failure of the NEISD to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, or conditions of the Contract shall not be termed as a waiver or relinquishment of any of the Districts' rights to the future performance of any such terms, covenants, or conditions, and all of the successful bidder obligations with respect to such future performance shall continue to be in full force and effect.

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HOLD HARMLESS AGREEMENT

A Hold Harmless Agreement is included with these specifications and should be signed and returned with proposal. **Failure to submit a signed Hold Harmless Agreement with the proposal may result in the disqualification of the proposal.**

CONFLICT OF INTEREST DISCLOSURE

A Conflict of Interest Disclosure is included and should be signed and returned with proposal. **Failure to submit a completed and signed Conflict of Interest Disclosure may result in the disqualification of the proposal.**

OPTION TO EXTEND CONTRACT

The NEISD reserves the right to extend this contract for two additional one-year contracts. If the option to renew is exercised, the contract will continue under the same terms and conditions.

NON-APPROPRIATION OF FUNDS

In the event funds are not appropriated by the NEISD's governing body in any fiscal period for payments due under this contract, then the Senior Director of Procurement & eCommerce, or designee, will immediately notify the successful proposer(s), or their designee(s), of such occurrence and this contract will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to NEISD of any kind whatsoever, except as to the portions of the contract or other payments herein agreed upon for which funds will have been appropriated and budgeted or are otherwise available.

UNIFORM COMMERCIAL CODE

This contract shall be governed in accordance with the rights and remedies set forth in the Uniform Commercial Code as adopted by the State of Texas.

TERMINATION CLAUSE

NEISD reserves the right to terminate this contract including, but not limited to, non-performance with thirty days written notice.

RIGHT TO REJECT

North East Independent School District of San Antonio, Texas, reserves the right to reject any and all proposals submitted and to request additional information from all proposers.

WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waive or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

VENUE

Both parties agree that venue for any litigation arising from this contract shall lie in San Antonio, Bexar County, Texas.

HOLD HARMLESS AGREEMENT

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This form should be completed and returned with your proposal.

The proposer shall defend, indemnify, and hold harmless, North East Independent School District and all of its trustees, officers, agents, and employees from and against all suits, actions, or claims of any character brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor or any agent, employee, subcontractor or supplier of Contractor in the execution or performance of the Contract for **CONSULTANTS FOR SPECIAL EDUCATION AND RELATED SERVICES II**, designated as **RFP #49-10**.

The proposer shall also defend, indemnify and hold harmless, North East Independent School District and all of its trustees, officers, agents and employees, from and against claims by any subcontractor, supplier, laborer, material-man or mechanic for payment for work materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not North East Independent School District for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

DATED this _____ day of _____, 200_____.

CONTRACTOR:

Company Name

Name of Individual (Print)

By: _____
Signature

STATE OF TEXAS δ

δ

COUNTY OF BEXAR δ

This instrument was acknowledged before me on the _____ day of _____, 200_____, by _____, _____ of _____, a Texas _____, on behalf of said _____.

Notary Public, State of Texas

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PROPOSAL FORM

The price per day for this service is to include all costs to North East ISD.

Proposal Price: \$_____ per day

Deviations or additional information:

Please provide three references:

Name	Address	Phone
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Name	Address	Phone
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Name	Address	Phone
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The undersigned certifies that the firm and/or principals of the firm (check one) **are** ___/are not ___ currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the District of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Also, pursuant to the State of Texas Legislative Senate Bill NO. 1, Section 44.034, Notification of Criminal History, the undersigned affirms this firm **is** ___/is not ___ owned or operated by anyone who has been convicted of a felony. This statement is not required of a publicly held corporation.

The undersigned affirms that they are duly authorized to execute this contract, that this company, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

By submitting this offer, the undersigned acknowledges that the Conflict of Interest questionnaire, in accordance with HB914, has been received, that instructions have been read, and the questionnaire has been/is being submitted as necessary.

Company _____

Original Signature of Person Responsible for Bid _____

Name, Title (Type or Print) _____

Address _____

City, State _____ Zip _____

Phone _____ Fax _____ Date _____

Email _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
	Date Reviewed	
1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship.		
<p>_____</p> <p>Name of Officer</p>		
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business relationship with the local government officer named in this section.		
4		
<p>_____</p>		<p>_____</p>
Signature of person doing business with the governmental entity		Date

Adopted 06/29/2007