



REGION ONE EDUCATION SERVICE CENTER
Purchasing Department
1900 West Schunior Street • Edinburg, Texas 78541-2233
Office: (956) 984-6178 • Fax: (956) 984-7637
Website: <http://www.esc1.net>

REQUEST FOR PROPOSALS

Date: August 14, 2012

Proposal Category: **OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES**

Proposal Number: 12-08-24

The Region One Education Service Center is accepting proposals for:

Occupational, Physical and Speech Therapy Services, Behavior Services for Children with Autism, and Nutrition Services

Sealed proposals are to be mailed or hand delivered to the attention of Marc David Garcia, Purchasing Specialist, Region One ESC, 1900 West Schunior Street, Edinburg, Texas 78541-2233. Please mark your envelope plainly: **Occupational, Physical and Speech Therapy Services, Behavior Services for Children with Autism, and Nutrition Services – Proposal 12-08-24**

Sealed proposals will be accepted until 3:00 p.m. on Wednesday, September 5, 2012, at which time they will be opened. Proposals will be opened in the Business Office of Region One ESC, 1900 West Schunior Street, Edinburg, Texas. Bidders are invited to be present at the opening of the proposals at the above date and time. Only proposals received by the date and time specified will be considered. Proposals received after the deadline are considered late and will be returned unopened. Region One ESC is not responsible for proposals misplaced or mailed incorrectly. **Faxed or E-mailed proposals will not be accepted.**

Please reply using the enclosed forms. Please submit an original and one (1) copy of your proposal. Any questions on this proposal should be submitted in writing to Marc David Garcia, Purchasing Specialist via fax (956) 984-7637, mailed to his attention at 1900 West Schunior Street, Edinburg, Texas 78541-2233 or e-mailed at mdgarcia@esc1.net.

The awarding of the proposal will take place at a public Region One ESC board meeting. The Board of Region One ESC reserves the right to accept, reject any and/or all proposals, waive minor technicalities, to award contracts for individual items as they may appear advantageous to the Region One ESC or to award the proposal to the most responsible offeror which best serves the interest of the Region One ESC.

We look forward to hearing from you.

Sincerely,

Jack Damron
Executive Director

Frances Guzman
Deputy Director Business Operations and Finance Support

Enclosure

REGION ONE EDUCATION SERVICE CENTER
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REGION ONE EDUCATION SERVICE CENTER
PROPOSAL PACKAGE CHECKLIST REMINDER
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

In order for your proposal to be considered in the proposal process, the following items are required to be included in the proposal package:

DESCRIPTION OF ITEM	YES	NO	N/A
1. ALL TERMS AND CONDITIONS, GENERAL ASSUMPTIONS AND BACKGROUND	___	___	___
2. FORM W-9 (Fill in appropriate information and sign)	___	___	___
2. PROPOSAL SPECIFICATION REQUIREMENTS (Fill in ALL blank lines, as needed)	___	___	___
3. CONSIDERATION TO AWARD CONTRACT	___	___	___
4. FELONY CONVICTION NOTIFICATION (Fill in one of the appropriate sections – A, B or C)	___	___	___
5. NON-COLLUSION STATEMENT & SIGNATURE SHEET (Fill in blank lines on form completely and sign forms)	___	___	___
6. BIDDERS PREFERENCE/TX FAMILY CODE CERT. (Fill in appropriate information)	___	___	___
7. VENDOR ACKNOWLEDGEMENT FORM (Fill in appropriate information)	___	___	___
8. CRIMINAL HISTORY BACKGROUND CHECK (Fill in blank lines on forms completely and sign)	___	___	___

****FAILURE TO MANUALLY SIGN THE PROPOSAL WILL DISQUALIFY IT****

REGION ONE EDUCATION SERVICE CENTER
OCCUPATIONAL THERAPY SPECIFICATIONS
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

Region One Education Service Center is requesting sealed proposals for **occupational therapy services**. The services will be for children between the ages of birth to three years of age who are enrolled in the Early Childhood Intervention Program of Region One ESC.

Services are to include direct therapy, evaluations, consultations with Region One ESC Early Childhood Intervention Program staff, parent education, completion of required progress notes and obtaining necessary adaptive or assistive equipment. All services must be provided in the child's natural environment following a family centered, interdisciplinary service model.

Services are to be provided in the Cameron and/or Hidalgo Counties. (Note any exceptions to the two counties to be served) The contract will be effective upon approval of the Region One ESC Board of Directors through November 30, 2013, with two (2) one-year extension options. A non-appropriations clause is part of this contract, which will release both service provider and Region One ESC from the contract if Region One ESC does not receive ECI program funding for any part of the year in the contract.

Interested individuals/agencies should submit information to include, at a minimum and not limited to the following:

1. Cost per therapy session.
2. Cost per therapy evaluation.
3. Hours and days of availability.
4. Area of service.
5. Necessary information for Medicaid and Private Insurance billing.
6. Proof of CPR and First Aid training.
7. Proof of Tuberculosis test.
8. Proof of professional liability insurance.
9. Proof of occupational therapy license.
10. Authorization to check criminal history.
11. Resumes.

Other items may be required of the service provider at the discretion of Region One ESC. Service provider specific questions should be addressed to Norma Jean Cano at (956) 984-6130. General proposal questions should be addressed to Marc David García at (956) 984-6178.

REGION ONE EDUCATION SERVICE CENTER
PHYSICAL THERAPY SPECIFICATIONS
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

Region One Education Service Center is requesting sealed proposals for **physical therapy services**. The services will be for children between the ages of birth to three years of age who are enrolled in the Early Childhood Intervention Program of Region One ESC.

Services are to include direct therapy, evaluations, consultations with Region One ESC Early Childhood Intervention Program staff, parent education, completion of required progress notes and obtaining necessary adaptive or assistive equipment. All services must be provided in the child's natural environment following a family centered, interdisciplinary service model.

Services are to be provided in Cameron and/or Hidalgo Counties. (Note any exceptions to the two counties to be served) The contract will be effective upon approval of the Region One ESC Board of Directors through November 30, 2013, with two (2) one-year extension options. A non-appropriations clause is part of this contract, which will release both service provider and Region One ESC from the contract if Region One ESC does not receive ECI program funding for any part of the year in the contract.

Interested individuals/agencies should submit information to include, at a minimum and not limited to the following:

1. Cost per therapy session – rates cannot exceed quoted rates:
\$23 per home-bound therapy unit (not to exceed 4 units)
\$135 for Routines Based Assessment & IFSP Meeting
2. Cost per therapy evaluation – rates cannot exceed quoted rates:
\$94 per evaluation flat rate
\$94 per re-evaluation flat rate
\$35 per IFSP meeting flat rate
3. Hours and days of availability.
4. Service area.
5. Necessary information for Medicaid and Private Insurance billing.
6. Proof of CPR and First Aid Training.
7. Proof of Tuberculosis test.
8. Proof of professional liability insurance.
9. Proof of physical therapy license.
10. Authorization to check criminal history.
11. Resumes.

Other items may be required of the service provider at the discretion of Region One ESC. Service provider specific questions should be addressed to Norma Jean Cano at (956) 984-6130. General proposal questions should be addressed to Marc David García at (956) 984-6178.

REGION ONE EDUCATION SERVICE CENTER
SPEECH THERAPY SPECIFICATIONS
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

Region One Education Service Center is requesting sealed proposals for **speech therapy services**. The services will be for children between the ages of birth to three years of age who are enrolled in the Early Childhood Intervention Program of Region One ESC.

Services are to include direct therapy, evaluations, consultations with Region One ESC Early Childhood Intervention Program staff, parent education and completion of required progress notes and obtaining necessary adaptive or assistive equipment. All services must be provided in the child's natural environment following a family-centered, interdisciplinary service model.

Services are to be provided in Cameron and/or Hidalgo Counties. (Note any exceptions to the two counties to be served) The contract will be effective upon approval of the Region One ESC Board of Directors through November 30, 2013, with two (2) one-year extension options. A non-appropriations clause is part of this contract, which will release both service provider and Region One ESC from the contract if Region One ESC does not receive ECI program funding for any part of the year in the contract.

Interested individuals/agencies should submit information to include, at a minimum and not limited to the following:

1. Cost per therapy session – rates cannot exceed quoted rates:
\$23 per home-bound therapy unit (not to exceed 4 units)
\$135 for Routines Based Assessment & IFSP Meeting
2. Cost per therapy evaluation – rates cannot exceed quoted rates:
\$140 per evaluation flat rate
\$140 per re-evaluation flat rate
\$35 per IFSP meeting flat rate
3. Hours and days of availability.
4. Service area.
5. Necessary information for Medicaid and Private Insurance billing.
6. Proof of CPR and First Aid Training.
7. Proof of Tuberculosis test.
8. Proof of professional liability insurance.
9. Proof of speech therapy license.
10. Authorization to check criminal history.
11. Resumes.

Other items may be required of the service provider at the discretion of Region One ESC. Service provider specific questions should be addressed to Norma Jean Cano at (956) 984-6130. General proposal questions should be addressed to Marc David García at (956) 984-6178.

REGION ONE EDUCATION SERVICE CENTER
BEHAVIORIAL SERVICES FOR CHILDREN WITH AUTISM SPECIFICATIONS
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

Region One Education Service Center is requesting sealed proposals for **behavioral services for children with autism**. The services will be for children between the ages of birth to three years of age who are enrolled in the Early Childhood Intervention Program of Region One ESC.

Services are to include direct services to children and families in a home-based setting, or in a group setting, team and single discipline assessments, consultations with Region One ESC Early Childhood Intervention Program staff, parent education and completion of required progress notes. All services must be provided following a family-centered service model.

Services are to be provided in Cameron and/or Hidalgo Counties. (Note any exceptions to the two counties to be served) The contract will be effective upon approval of the Region One ESC Board of Directors through November 30, 2013, with two (2) one-year extension options. A non-appropriations clause is part of this contract, which will release both service provider and Region One ESC from the contract if Region One ESC does not receive ECI program funding for any part of the year in the contract.

Interested individuals/agencies should submit information to include, at a minimum and not limited to the following:

1. Cost per session, either individual or group.
2. Cost per evaluation.
3. Hours of availability.
4. Necessary information for Medicaid and Private Insurance billing, if appropriate.
5. Proof of CPR and First Aid Training.
6. Proof of Tuberculosis test.
7. Proof of professional liability insurance.
8. Copies of certifications/license/degree such as Licensed Professional Counselor, Licensed Clinical Social Worker, Psychologist, Board Certified Behavior Analyst or Psychology Assistant.
9. Past experience with Autism Spectrum Disorders is required.
10. Authorization to check criminal history.
11. Resumes.

Other items may be required of the service provider at the discretion of Region One ESC. Service provider specific questions should be addressed to Norma Jean Cano at (956) 984-6130. General proposal questions should be addressed to Marc David García at (956) 984-6178.

REGION ONE EDUCATION SERVICE CENTER
NUTRITION SERVICES SPECIFICATIONS
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

Region One Education Service Center is requesting sealed proposals for **nutrition services**. The services will be for children between the ages of birth to three years of age who are enrolled in the Early Childhood Intervention Program of Region One ESC.

Services are to include direct therapy, evaluations and consultations with Region One ESC Early Childhood Intervention Program staff, parent education and completion of required progress notes. All services must be provided in the child's natural environment following a family-centered, interdisciplinary service model.

Services are to be provided in Cameron and/or Hidalgo Counties. (Note any exceptions to the two counties to be served) The contract will be effective upon approval of the Region One ESC Board of Directors through November 30, 2013, with two (2) one-year extension options. A non-appropriations clause is part of this contract, which will release both service provider and Region One ESC from the contract if Region One ESC does not receive ECI program funding for any part of the year in the contract.

Interested individuals/agencies should submit information to include, at a minimum and not limited to the following:

1. Cost per nutrition service session – rates cannot exceed quoted rate:
\$48.00 per home-bound therapy flat rate
2. Cost per nutrition evaluation – rates cannot exceed quoted rates:
\$60 per evaluation flat rate
\$51.00 per re-evaluation flat rate
3. Hours and days of availability.
4. Service Area.
5. Necessary information for Medicaid and Private Insurance billing, if appropriate.
6. Proof of CPR and First Aid Training.
7. Proof of Tuberculosis test.
8. Proof of professional liability insurance.
9. Proof of dietician's license or registered dietician certificate.
10. Authorization to check criminal history.
11. Resumes.

Other items may be required of the service provider at the discretion of Region One ESC. Service provider specific questions should be addressed to Norma Jean Cano at (956) 984-6130. General proposal questions should be addressed to Marc David García at (956) 984-6178.

Criminal History Information – Contractor

CONFIDENTIAL

Region One ESC is required by Texas Education Code Chapter 22, Subchapter C and Texas Education Code Chapter 22.083 to review the criminal history of applicants, employees, independent contractors, student teachers, and certain volunteers. The information requested below is necessary to obtain criminal history record information.

Name _____ **Social Security Number** _____
First Middle Last

Date of Birth [] **Driver's License (State and Number)** []

Mailing Address _____

Sex: Male Female

Ethnicity: Black White/Other

I understand that the information I am providing about age, sex, and ethnicity will not be used to determine eligibility for employment, or internship but will be used *solely* for the purpose of obtaining criminal history record information.

I have been notified that a computerized criminal history (CCH) verification check will be performed by accessing the Texas Department of Public Safety Secure Website and will be based on name and DOB information I supply. Because the name based information is not an exact search and only fingerprint record searches represent true identification to criminal history, the organization (as listed below) conducting the criminal history check is not allowed to discuss any information obtained using this method, therefore the agency may offer the opportunity to have a fingerprint search performed to clear any misidentification based on the name search, if the search provides a criminal report I know could not be mine. For the fingerprinting process I will be required to submit a full and complete set of my fingerprints for analysis through the Texas Department of Public Safety AFIS (automated fingerprint identification system). I have been made aware that in order to complete this process I must have the correct fingerprinting (FAST) form from this agency, make an online appointment, submit a full and complete set of my fingerprints, and pay a fee of \$44.20 to the fingerprinting service company, L1 Enrollment Services. Once this process is completed and the agency receives the data from DPS, the information on my fingerprint criminal history record may be discussed with me.

(This copy must remain on file by the agency and is required for future DPS Audits)

Signature of Applicant or Employee

Date

Agency Name (Please print)

Agency Representative Name (Please print)

Signature of Agency Representative

Date

Please:	
Check and Initial each Applicable Space	
CCH Report Printed:	
Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ initial
Purpose of CCH:	_____
Hire <input type="checkbox"/> Not Hired <input type="checkbox"/>	_____ initial
Date Printed:	_____ initial
Destroyed Date:	_____ initial
Retain in your files	

REGION ONE EDUCATION SERVICE CENTER
1900 WEST SCHUNIOR STREET • EDINBURG, TEXAS 78541-2233 • 956-984-6178

STANDARD TERMS AND CONDITIONS

The words “bids, proposals, quotes” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, requests for proposals, quotes, competitive sealed quotes, etc. to which they are attached.

1. SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:

(a) Seller's name and address; (b) Consignee's name, address and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed as to secure the lowest transportation costs and to conform to requirements of common carriers and any other specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS: Title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid: Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

5. NO PLACEMENT OF DEFECTIVE TENDER: Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. PLACE OF DELIVERY: The place of delivery shall be set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

7. INVOICE AND PAYMENTS:

a. Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Region One Education Service Center, Accounts Payable, 1900 West Schunior Street, Edinburg, TX 78541-2233. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable department advised of any changes in your remittance addresses.

b. Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.

c. Do not include Federal Excise, State or City Sales Tax. The Region One Education Service Center shall furnish exemption certificate, if required.

8. GRATUITIES: The buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the Region One Education Service Center with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE:

a. The price paid by the buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of like kind and specification covered by this agreement

for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed retained to solicit this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For the breach or violations of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the good furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by the Seller, if any. In the event of a conflict between the specifications, drawings and descriptions the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time or 30 days whichever is shorter, correction may be made by the buyer at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to seller for indemnification in the event that seller is sued on the ground of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of the agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT TO INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work here-under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. FORCE MAJEURE: If by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement then such party shall give notice and full particulars of Force Majeure in writing to the other part within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockout, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, acts of war, or any other causes no reasonably in the control of the party claiming such inability.

18. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

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

20. MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both parties and their duly authorized agents.

21. INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the code is to control.

22. APPLICABLE LAW: This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of the agreement.

23. ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that demand is made and no assurance is given within (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

26. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer or Region One Education Service Center employee shall have a financial interest, direct or indirect, in any contract with the Region One Education Service Center, or shall be financially interested, directly or indirectly, in the sale to the Region One Education Service Center of any land, materials, supplies or services, except on behalf of the Region One Education Service Center as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from their office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the Region One Education Service Center shall render the contract null and void.

27. OVERCHARGES: Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

REGION ONE EDUCATION SERVICE CENTER
GENERAL TERMS AND CONDITIONS
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

THE WORDS “BIDS, PROPOSALS, QUOTES” AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, REQUEST FOR PROPOSALS, QUOTES, COMPETITIVE SEALED QUOTES, ETC. TO WHICH THEY ARE ATTACHED

- 1. INSTRUCTIONS TO BIDDERS:** Bidders shall carefully examine the specifications and other documents. Should the bidder find discrepancies in, or omissions from the specifications or other documents, or should he be in doubt as to their meaning, he should at once notify the Region One Education Service Center and obtain clarification by addendum prior to submitting any bid.

- 2. APPLICABILITY:** These conditions are applicable and form a part of all contract documents and a part of the terms and conditions of any bid submitted, unless, bidder takes exception in writing when submitting quotations.

- 3. PROPOSAL SUBMISSION:** A signed, submitted proposal constitutes an offer to perform work and/or deliver the products specified in the proposal solicitation. Proposals must be submitted on this form only and must reach the Region One Education Service Center Business Office, 1900 West Schunior Street, Edinburg, Texas 78541-2233 on or before 3:00 PM, Wednesday, September 5, 2012. Submit one (1) original and one (1) copy in a sealed envelope, plainly marked SEALED PROPOSAL: CSP 12-08-24 Occupational, Physical and Speech Therapy Services, Behavior Services for Children with Autism, and Nutrition Services, 1900 West Schunior Street, Edinburg, Texas 78541-2233. Any proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. It will be the responsibility of the bidder to deliver the proposal to the office of the Purchasing Specialist at the Business Office before the proposal opening time. The Region One Education Service Center will not be responsible for delivering mail to the Purchasing Department from the post office. Vendors are advised to hand deliver all proposals to the Purchasing office well in advance of the proposal opening time. Late proposals will be returned unopened. Proposals are to be delivered to Region One Education Service Center F.O.B. Inquiries pertaining to this proposal should be identified by title, date and proposal number. In the event you are unable to propose, please so indicate on this form and return to us.

- 4. SEALED PROPOSAL:** Only sealed proposals are acceptable. Faxed or telephone proposals will not be accepted by Region One Education Service Center.

- 5. ACCEPTANCE:** Region One Education Service Center reserves the right to accept or reject any or all proposals, to waive all formalities in the proposal process and to accept the offer considered most advantageous to the Region One Education Service Center.

- 6. ERROR/QUANTITY:** Proposals must be submitted on units of quantity specified and extended to show total. In the event of discrepancies in extension, the unit price will govern.
- 7. ACCURACY OF PROPOSALS:** It is specifically understood and provided that a bidder's proposal represents a true and correct statement of such proposal and contains no clause for claim of omission or error. Any bidder who is extended the privilege of withdrawing a bid because of having proven mechanical error in their bid will be removed from the bid list.
- 8. DELIVERIES:** All deliveries required in this bid will be freight prepaid, F.O.B. destination. Bid prices will include all freight and delivery charges. The Region One Education Service Center assumes no liability for goods delivered in damage or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by Region One Education Service Center of damage.
- 9. PRICES:** Proposal prices must be for a minimum of ninety (90) days from the date of proposal closing. In the case of an annual contract bid request, the price must remain firm for the period specified. "Discount from List" bids are not acceptable unless specifically requested.
- 10. AUTHORIZED SIGNATURE:** Proposals must show full firm name and address of bidder, and be manually signed. Failure to do so will disqualify proposal. Person signing proposal must show title or authority to bind his firm in a contract.
- 11. WITHDRAWAL OF PROPOSAL:** Will not be allowed for a period of 60 days following the proposal opening. No proposal may be withdrawn after closing without acceptable reason in writing and with the approval of the Chief Financial Officer.
- 12. ALTERING PROPOSALS:** Proposals cannot be altered or amended after proposal closing. Alterations or interlineations made before proposal closing must be initialed by bidder to guarantee authenticity.
- 13. INVOICES:** All invoices must be submitted for payment by the successful bidder to the Region One Education Service Center ECI Services, 1900 West Schunior Street, Edinburg, Texas 78541-2233.
- 14. CASH DISCOUNT:** Payment terms are Net 30 days given that the goods and/or services received are in satisfactory condition. Any discounts available to the Region One Education Service Center for early payment should be noted. Discounts may be considered in determining low bid.
- 15. TAXES:** The Region One Education Service Center is exempt from State sales tax. Taxes must not be included in the bid. Tax exemption certificates will be executed by the Region One Education Service Center and furnished upon request.
- 16. INSURANCE:** If insurance and/or workman's compensation is required by the Region One Education Service Center for said bid item(s), proof of insurance and/or

workman's compensation should be submitted to the Risk Manager prior to commencement of the project. The Region One Education Service Center reserves the right to review all insurance policies pertaining to bid item(s) to guarantee that the proper coverage is obtained by the bidder.

- 17. SPECIFICATIONS:** Specifications may be those developed by the Purchasing Department to represent items of regularly manufactured products.
- a. Region One Education Service Center specifications have been developed by the Purchasing Department to show minimal standards as to the usage, materials, and contents based on their needs.
 - b. Manufacturer's specifications, when used by the Region One Education Service Center, are to be considered informative to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered.

18. EQUIVALENT CAUSE: Whenever in any of the Conditions of Agreement, an article, or material, is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or Region One Education Service Center approved equal", if not inserted, will be implied. The specific article or material mentioned will be understood as indicating type, function, minimum standard of design, efficiency and quality desired, and will not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. If brand other than that specified is offered, complete descriptive information of said article must be included with the bid. If bidder takes no exception to specifications of referenced data, brand names, models, etc. as specified, must be available for inspection by Region One Education Service Center's personnel.

- 19. SAMPLES:** When called for, samples will be submitted with the bid unless stated otherwise. Samples will be delivered by the bidder to the attention of the Purchasing Specialist, 1900 West Schunior Street, Edinburg, Texas 78541-2233, prior to the opening of the bids, and placed in a location designated for examination of such samples. Each sample will be clearly tagged to show the bidder's name, address, bid title and bid item number for which the sample is proposed.
- a. Additional samples needed for a bid to be evaluated properly will be delivered within five (5) working days from the time the vendor is notified by the Purchasing Department.
 - b. Sample items from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items comparable to the sample.

20. EXCEPTIONS: All proposals must include a detailed statement of exceptions taken to any part of the request. Note any deviation from the specifications and submit those changed specifications as alternates.

21. WARRANTY CONDITIONS: Warranty conditions for all components will be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Bidder will be an authorized dealer, distributor or manufacturer for the product. All components bid will be new unless clearly stated in writing. All applicable warranty literature must be submitted with bid.

22. DELIVERIES/PENALTIES: Bid must show the number of calendar days required to place the materials in the possession of the Region One Education Service Center. Do not quote shipping dates. Failure to specify the delivery date will obligate bidder to complete delivery in two (2) weeks from the date the bid is awarded. Unrealistically short or undue long delivery promises may cause the bid to be disregarded. Consistent failure of a bidder to meet his delivery promises without a valid reason may cause removal from the bid vendor list.

23. DELIVERY TIME: Deliveries will be accepted only during normal working hours, 8:00 AM to 3:00 PM, Monday through Friday at the designated Region One Education Service Center facility, unless otherwise specified.

24. EVALUATION OF PROPOSAL: All proposal evaluations will take into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, vendor's service and date of proposed delivery and placement. It is not the policy of the Region One Education Service Center to purchase on the basis of low proposal alone. Quality and suitability to purposed being the controlling factors: it being understood that Region One Education Service Center reserves the right to arrive at such by whatever means Region One Education Service Center may determine.

25. REMEDIES: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

26. ADMINISTRATIVE REMEDIES: Bidder agrees to exhaust its administrative remedies under Region One Education Service Center Policy or the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

27. PROPOSAL SUBMISSION: By submitting a proposal, each bidder agrees to waive any claim it has or may have against Region One Education Service Center and its respective employees and officers and consultants and their respective employees and officers, arising out of or in connection with the administration evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any proposals; and award of the Contract.

28. CONTRACT FOR PURCHASE: Contract for purchase will be put into effect by means of a Region One Education Service Center purchase order(s) executed by the Region One Education Service Center Business Office after proposals have been awarded. Any additional agreement/contracts to be signed by Region One Education Service Center will be included with the proposal.

29. CONDITION: Unless otherwise indicated, items will be new, unused and in first class condition and delivered in containers suitable for damage-free shipment and storage. Region One Education Service Center will not accept "factory seconds" or

otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

30. TIE PROPOSALS: Consistent and continued tie bidding on any commodity could cause for rejection of all proposals by the Region One Education Service Center and/or investigation by the Attorney General to determine possible Anti-Trust violations.

31. PATENT RIGHTS: The vendor agrees to protect the Region One Education Service Center from any claim involving patent right infringement of copyrights on goods supplied.

32. NO BID: Vendors who do not bid are requested to notify the Region One Education Service Center Purchasing Department in writing if they wish to receive future bids. Failure to do so may result in their being deleted from Region One Education Service Center's vendor list.

33. UNRESPONSIVE VENDORS: Proposals from unresponsive vendors will not be accepted. Bidders having a history of inconsistent service and unreliability will not be considered by the Region One Education Service Center to be a responsible bidder.

34. CONTRACTS AND AGREEMENTS: All contracts and agreements between Merchants and Region One Education Service Center will strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on uniform state laws. Reference: Uniform Commercial Code, 1990 Official Text.

35. QUESTIONS: Any question concerning this proposal should be addressed to the Purchasing Specialist, Region One Education Service Center.

REGION ONE EDUCATION SERVICE CENTER
SPECIAL TERMS AND CONDITIONS
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

NOTICE TO OFFERORS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF PROPOSALS UNLESS SUPERSEDED BY ANY ATTACHED TERMS AND SUPPLEMENTAL CONDITIONS OR SPECIFICATIONS IN WHICH CASE ATTACHED CONDITIONS WILL PREVAIL. **ANY EXCEPTIONS MUST BE IN WRITING.**

1. **Receipt:** The original proposal and copy are to be placed in an envelope, sealed and properly identified with the proposal title and proposal number. Proposal must have an original signature. Proposals must be received in the Business Department office before the hour and date specified. Proposals received after the deadline are considered late and will not be considered under any circumstances.
2. **Acceptance:** Proposals must be firm for acceptance for **ninety (90) days** from proposal opening date. No Proposal may be withdrawn without written approval after a contract has been signed or partial performance of the proposal agreement has begun.
3. **Proposal Delivery:** No faxed or e-mailed proposals to Region One ESC will be accepted.
4. **Proposal Completion:** Fill in all the blanks and answer all the questions in the proposal specifications provided.
5. **Proposal Authorization:** Failure to manually sign proposal will disqualify it. Person signing proposal should show title or authority to bind their firm to a contract.
6. **No Bid:** Proposers not submitting a bid after two consecutive requests for bids advertisements may be removed from the vendors list.
7. **Term of Contract:** The contract will be effective upon approval by the Region One ESC Board of Directors through November 30, 2013, with the possibility of renewals for up to two (2) years if both parties agree contingent on funding, additional needs, and task performance. Cancellation of contract must be delivered in writing sixty (60) days before end of service.
8. **Subcontractors:** The use of subcontractors will be permitted for this project. If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor, the service(s) to be provided, and its qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards must preserve and protect the rights of Region One ESC under the RFP and any subsequent

proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP should create any contractual relation between any sub- or co-contractor and the ESC. The proposed subcontractors must be approved by the Early Childhood Intervention Department.

9. **Funding Disclaimer Clause:** Region One Education Service Center Early Childhood Intervention Department reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar day's written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.
10. **Reserved Rights:** Notwithstanding anything to the contrary, the ECI Department reserves the right to:
 - Accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interest of Region One ESC and the Early Childhood Intervention Department;
 - Reject any and all proposals received in response to this RFP;
 - Select a proposal other than the one with the lowest cost;
 - Waive or modify any information, irregularities, or inconsistencies in proposals received;
 - Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
 - If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the most responsive bidder(s), prepare and release a new RFP, or take such other action as the Department may deem appropriate.
11. **Termination Conditions:** The ECI Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal. Prior to taking the appropriate action as described in the contract, the ECI Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department will issue the vendor an order to stop work immediately and deliver all work and work in progress to ECI. The Department will be obligated only for those services rendered and accepted prior to the date of notice of termination. The Contract may be terminated in whole or part:
 - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
 - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
 - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.
12. **Contractor Monitoring:** The contractor may be monitored on-site on a regular basis by representatives from the Region One ESC ECI Department. Failure of the

contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

13. **Payment:** ECI will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by conventional check and/or other electronic means at the ESC's option, without imposing any additional fees, costs or conditions.
14. **Venue:** In the event of legal disputes related to this contract, the venue shall be in Hidalgo County, State of Texas.
15. **Selection Process:** All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the Region One Purchasing Department and Early Childhood Intervention Department, and others as may be deemed appropriate by ECI. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.
16. **Proposal Evaluation Criteria:** The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of one hundred (100) points is possible.

Category Weight

Quality of RFP	Pass / Fail
<ul style="list-style-type: none">• Meets mandatory RFP provisions; addresses all areas of the RFP adherence to mandatory requirements• Application pages signed <i>in blue ink, preferably</i>.	
Cost Proposal	50
Experience and Qualifications	30
<ul style="list-style-type: none">• Services proposed fit needs as expressed in RFP• Proposed activities follow a logical sequence• Sufficient staff assigned to project• Qualifications and experience of staff assigned to project• Ability to perform the work in the time allotted as demonstrated by the proposed commitment of management, staff and resources• Proof of certifications, licenses and insurances• Customer references	
Understanding of the requirements and ability to provide the service	10
<ul style="list-style-type: none">• Demonstrated understanding of the scope of the project• Demonstrated ability to identify pertinent issues and potential problems related to the project• Demonstrated understanding of the expected deliverables and schedule	
Technical Approach	5
<ul style="list-style-type: none">• Proposed solution meets project objectives and user requirements	

- Proposed methodology and approach for development and implementation is sound
- Proposed solution is practical and feasible
- Proposed solution ensures confidentiality and protection of data
- Overall effectiveness of proposed solution to meet current and future needs of the Early Childhood Intervention Department

Quality Assurance and Control **5**

- Management plan supports all project requirements and leads to deliverables
- Demonstrated process for quality assurance, adherence to standards and testing

Total **100**

Upon selection of a vendor, an ECI representative will enter into negotiations with the bidder to establish a contract.

17. **Proposal Evaluation Criteria:** The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of one hundred (100) points is possible.
18. **Project Costs and Proposed Scope of Service:** The ECI Department reserves the right to award this project to a bidder(s) other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The Region One ESC ECI Department reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

Please Type All Information

Phone #: _____

Fax #: _____

Email: _____

Form **W-9**
 (Rev. January 2011)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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REGION ONE EDUCATION SERVICE CENTER
PROPOSAL SPECIFICATION REQUIREMENTS
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

TO BE FILLED IN BY OFFEROR AND SUBMITTED WITH PROPOSAL

Is this proposal in conformance with the enclosed specifications?

Yes _____ No _____

If the answer is no, offeror must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

It should be understood that if no exception is taken the offeror shall supply all items as specified. Failure to indicate any difference in products offered in this proposal may be deemed sufficient grounds for rejection of a vendor's proposal.

Comments:

REGION ONE EDUCATION SERVICE CENTER
CONSIDERATIONS TO AWARD THE CONTRACT
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

**It is the intent of these specifications to secure proposals for:
Occupational, Physical and Speech Therapy Services, Behavior Services for
Children with Autism, and Nutrition Services Proposal 12-08-24,
Due Wednesday, September 5, 2012 @ 3:00 pm**

For further information, Please submit questions in writing to:
Marc David García
Purchasing Specialist
Region One Education Service Center
1900 West Schunior Street
Edinburg, Texas 78541-2233
Phone (956) 984-6178
Fax (956) 984-7637

According to the Texas Education Code, Subchapter B, Section 44.031(b), in determining to whom to award a contract, the Region One ESC shall consider the following:

- (1) The cost to Region One ESC;
- (2) The reputation of the vendor, vendor experience with ECI services;
- (3) The quality of the vendor's service(s)/product(s);
- (4) The extent to which the services meet Region One ESC's needs;
- (5) The vendor's past relationship with Region One ESC, if any;
- (6) The impact on Region One ESC's ability to comply with laws and rules pertaining to historically underutilized businesses;
- (7) The total long-term cost to Region One ESC to acquire the vendor's service(s)/product(s); and
- (8) Any other relevant factor that Region One ESC would consider in selecting a vendor.

REGION ONE EDUCATION SERVICE CENTER
FELONY CONVICTION NOTICE
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

State of Texas Education Code, Section 44.034, Notification of Criminal History of Contractor, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Please check off one box and sign the form in the appropriate space(s)

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

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

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

Signature of Company Official: _____

B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

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

Name of Felon(s): _____

Detail of Conviction(s): _____

Signature of Company Official: _____

**REGION ONE EDUCATION SERVICE CENTER
 CONFLICT OF INTEREST QUESTIONNAIRE
 INTERNET SERVICE PROVIDER
 PROPOSAL 11-09-02
 SEPTEMBER 5, 2012**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law, this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 5px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px; height: 100px;">Date Received</td> </tr> </tbody> </table>	OFFICE USE ONLY	Date Received
OFFICE USE ONLY			
Date Received			
<p>1 Name of person doing business with local governmental entity.</p>			
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>			
<p>3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p>			
<p>4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p>			

**5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest

Signature of person doing business with the governmental entity

Date

REGION ONE EDUCATION SERVICE CENTER
NON-COLLUSION STATEMENT
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

The undersigned Bidder, by signing and executing this bid, certifies and represents to the Region One Education Service Center that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid;

the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid;

the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Region One Education Service Center concerning this bid on the basis of any consideration not authorized by law;

the Bidder also certifies and represents that Bidder has not received any information not available to other Bidders so as to give the undersigned an advantage with respect to this bid;

the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Region One Education Service Center in return for the person having exercised the person's official discretion, power or duty with respect to this bid;

the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the Region One Education Service Center in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid;

the Bidder certifies that the Bidder has not prepared this bid and will not prepare any future bids arising from this Invitation to Bid in collusion with any other respondent, and that the content of any future bids arising out of this Bid will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the Service Center's selection of a contractor for this Bid.

FIRM NAME

ADDRESS

CITY/STATE/ZIP

TYPED NAME OF REPRESENTATIVE(S)

SIGNATURE OF REPRESENTATIVE(S)

DATE

REGION ONE EDUCATION SERVICE CENTER
SIGNATURE SHEET
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business or any individual affiliated with Region One ESC prior to the official opening of this proposal.

I further affirm that the contents of this proposal will not be discussed with any individual other than the Compliance Auditor (or his designee) prior to the approval of this proposal by the Board. Failure to observe this procedure may be cause for rejection of the proposal.

I, _____, have read the standard terms and conditions.
(Print/Type Name of Company Officer)

I fully understand them, and will fully execute them if I am awarded this proposal.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements.

I fully understand the proposal specifications.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

(AREA CODE) TELEPHONE (_____) _____

SIGNATURE DATE TITLE

PRINTED NAME OF ABOVE EMAIL

The signing of this page indicates understanding and acceptance of this proposal's terms and conditions.

REGION ONE EDUCATION SERVICE CENTER
NO PROPOSAL NOTIFICATION
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES, BEHAVIOR
SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

Region One ESC is interested in receiving competitive pricing on all items it proposals. We place significant value on quality vendors and we also desire to keep your firm as a proposer and a supplier of materials, equipment and/or services; therefore, it is important for us to determine why you are not proposing on this contract item. We will analyze your response and attempt to determine if future changes are necessary in our specification development and procedures.

I/WE DID NOT SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:
(Please place an **X** by one or more of the reasons listed below.)

1. Do not supply the requested product/service.
2. Quantities offered or scope of job is **TOO SMALL** to be supplied by my company.
3. Quantities offered or scope of job is **TOO LARGE** to be supplied by my company.
4. Specifications are "too tight" or appear to be written around a proprietary product. (Please elaborate on this item.)
5. Cannot proposal against **MANUFACTURER** on this item.
6. Cannot proposal against **JOBBER** on this item.
7. Time frame for proposing was too short. (Please elaborate on your primary reason for this judgment.)
8. Other _____

IF YOU **DID NOT PROPOSE** and wish to remain on the Region One ESC bid list for this item, please indicate:

I wish to remain on the bid list.

I do not wish to remain on the bid list.

COMPANY NAME

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE **PRINT**

ADDRESS

EMAIL

CITY/STATE/ZIP

TELEPHONE NUMBER

FAX NUMBER

REGION ONE EDUCATION SERVICE CENTER
BIDDER PREFERENCE/TEXAS FAMILY CODE CERTIFICATION
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES,
BEHAVIOR SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION
SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

BIDDER PREFERENCE CERTIFICATION

ANSWER THE FOLLOWING QUESTIONS:

1. Is your principle place of business in TEXAS? YES NO
2. If NO, in which state is your principle place of business? _____
3. If NO, does your state favor resident Bidders by a dollar increment or percentage?
YES ___ NO ___
4. If Yes, what is the dollar increment or percentage? _____

For information these questions, see Article 601g of the Texas Civil Statutes.

CERTIFICATION REGARDING TEXAS FAMILY CODE

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

(AREA CODE) TELEPHONE (_____) _____

SIGNATURE

DATE

TITLE

PRINTED NAME OF ABOVE

REGION ONE EDUCATION SERVICE CENTER
VENDOR ACKNOWLEDGEMENT FORM
OCCUPATIONAL, PHYSICAL AND SPEECH THERAPY SERVICES,
BEHAVIOR SERVICES FOR CHILDREN WITH AUTISM, AND NUTRITION
SERVICES
PROPOSAL 12-08-24
SEPTEMBER 5, 2012

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION –
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). (Before completing certification, read attached instructions)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING
\$100,000 IN FEDERAL FUNDS**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid or 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 be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**COMPLIANCE CERTIFICATION TO EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE
AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

I, the vendor, am in compliance with all applicable standards, orders or regulations 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 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

(AREA CODE) TELEPHONE (_____) _____

SIGNATURE

DATE

TITLE

PRINTED NAME OF ABOVE