



Universal Academy

2616 N. MacArthur Blvd., Irving, Texas 75062

Phone (972) 255-1800 or Fax (972) 255-6122

Email:

Date: August 4, 2017

REQUEST FOR PROPOSALS, #2017-008-016, SPECIAL EDUCATION CONTRACTED SERVICES

Universal Academy invites qualified companies to submit Proposals for Special Education Contracted Services. This Request for Proposal can be reviewed and downloaded from the following website:

www.universalacademy.com

If you are an interested company, the Charter invites your firm to submit a Proposal Response to:

**Universal Academy
Account Department
2616 N. MacArthur Blvd
Irving, TX 75062**

Proposals responses will be received in the Purchasing Department until **10:00 A.M. CST, August 16, 2017**. Proposals will be accepted either by email or mail. If mailed, ensure that envelopes are sealed and marked on the outside with the Vendor's name and proposal number.

All interested vendors are encouraged to read thoroughly the RFP to ensure that all required documentation is included in their Proposal response. Failure to provide all required documentation may be grounds for rejection of the responses.

THIS IS A NEGOTIATED PROCUREMENT, and as such, Universal Academy reserves the right to negotiate any terms, conditions, or pricing with a Proposer prior to an award.

Universal Academy reserves the right to reject any and/or all proposals, to award contracts for services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the Charter.

Sincerely,

Purchasing Department
Universal Academy

**UNIVERSAL ACADEMY
SPECIAL EDUCATION CONTRACTED SERVICES
RFP #2017-008-016**

**REQUEST FOR PROPOSAL
(RFP)**

TITLE: Special Education Contracted Services, #2017-008-016

**DEADLINE TIME/DATE: August 16, 2017 at 10:00 A.M.
CST**

This Solicitation includes the following sections:

SECTION I: Scope of Services	Contact: Janice Blackmon
SECTION II: General Instructions and Conditions	Phone: (972) 255-1800
SECTION III: Special Instructions and Specifications	Email: janice.blackmon@universalacademy.com
SECTION IV: Certifications/Representations	
SECTION V: Proposal Response Form	

Universal Academy or its designee reserve the right to reject any and/or all proposals, to make awards as they may be of the best value or advantageous to the Charter, and to waive all formalities and irregularities.

Please plainly write "Special Education Contracted Services, #2017-008-016" on the outside of the mailing envelope.

Vendor's Acceptance Form

Date Bid Completed: _____

Please Print Name of Company/Vendor: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Prepared By: _____ Title: _____

Signature: _____

Telephone Number: _____ Fax Number: _____

Web Site: _____ Email Address: _____

Email Address for orders if different from above: _____

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SECTION I – SCOPE OF SERVICES

1. CHARTER OVERVIEW

Universal Academy is an open enrollment Charter School with approximately 2,300 pre-kindergarten through twelfth-grade students in a diverse and growing charter school located in Dallas County, Texas. The Charter Includes two (2)campuses; one located in Irving and the other in Coppell, Texas.

2. SCOPE

The purpose of this solicitation is to identify a list of potential Vendors that the Charter deems to be qualified to provide services to the Charter and who will be eligible and authorized to engage with the Charter under a non-exclusive contract on an as-needed basis. The awarded vendor(s) to this Solicitation will be used at the Charter’s sole discretion when the Charter has unfilled vacancies for the position through its standard HR hiring process; personnel are out on leave, or other contracts fail to provide the required personnel.

SERVICES RENDERED

Universal Academy is seeking to engage with qualified persons and/or companies to provide services in the area of Special Education. The specific jobs titles sought by Universal Academy are as follows:

- Speech Pathologist
- Assessment Specialist/Diagnostician
- Bilingual Assessment Specialist/Diagnostician
- Licensed Specialist in School Psychology
- Bilingual Licensed Specialist in School Psychology
- Dyslexia Evaluator
- Occupational Therapist
- Physical Therapist
- Visual Impairment
- Other Contracted Special Education Services

Personnel must be able to meet the requested schedule availability and perform any and all tasks requested by the Special Education Department as related to their job function. Failure to meet these requests may result in non-award and/or non-renewal.

SECTION II – GENERAL INSTRUCTIONS AND CONDITIONS

1. DESCRIPTION

Universal Academy is accepting proposal responses for a multiple award contract for various special education contracted services, in accordance with the instructions, terms, conditions, and requirements/specifications contained in this Solicitation.

2. SUBMISSION OF PROPOSALS

Proposals can be submitted either by email or mail prior to the deadline stated here within. No facsimile proposals will be accepted.

- 2.1 Electronic proposals may be sent electronically to janice.blackmon@univesalacademy.com with the **proposal number** referenced in the subject line.

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- 2.2 Mailed proposals shall be sealed and returned in an envelope **marked on the outside with the vendor's name and proposal number.**
- 2.3 Proposals must be returned to the following address in sufficient time so as to be received and time stamped on or before the time and date shown on this Solicitation and can be either hand delivered, mailed or emailed.
- Universal Academy
Purchasing Office
2616 N. MacArthur Blvd
Irving, TX 75062**
- 2.4 Proposals shall represent a true and correct statement and shall contain no cause for claim of omission or error.
- 2.5 Before submitting a proposal, all proposers shall examine the complete contract documents, including Scope of Services, General Instructions, Special Instructions and the Proposal Response Form, all of which are part of the proposal documents.
- 2.6 Proposal will not be considered received unless the proposal is received in the Purchasing Office at the address listed above, prior to the proposal opening or received via email prior to the deadline listed within this proposal.
- 2.7 Any interpretations, corrections or changes to this proposal will be made in the form of an addendum. The Purchasing Department will issue any addenda to all who are known to have received a copy of the proposal. Proposer shall acknowledge receipt of all addenda on the sealed envelope containing the proposal. **IN ORDER TO RECEIVE ADDENDA, ALL INTERESTED VENDOR'S ARE REQUIRED TO SUBMIT CONTACT INFORMATION INCLUDING E-MAIL ADDRESS AND PHONE NUMBER TO THE PURCHASING DEPARTMENT AT (972) 255-1800 OR E-MAIL JANICE.BLACKMON@UNIVERSALACADEMY.COM.**
- 2.8 Any questions concerning this proposal should be submitted via e-mail to janice.blackmon@universalacademy.com no later than five (5) days prior to the bid opening. This is to allow Universal Academy sufficient time to respond to inquiries and provide information to all interested vendors by addenda.

3. PROPOSAL RESPONSE

- 3.1 The Charter will be accepting proposals until August 16, 2017 at 10:00 A.M.
- 3.2 Submitted proposals must contain;
- 3.2.1 The completed proposal in its entirety;
- 3.2.2 Certifications/Representations Documents;
- 3.2.3 Any additional documents required by this Solicitation;
- 3.3 The Charter reserves the right to reject any proposal that the Charter considers inappropriate. The Charter shall be the sole judge of acceptable proposals.
- 3.4 ***Withdrawal of proposal.*** Any Vendor who is extended the privilege of withdrawing a proposal because of having proven mechanical error in his or her proposal may not be allowed to submit a proposal on similar items for a period of one year unless the prohibition is waived by the Superintendent.
- 3.5 Proposals submitted are encouraged to be in type-written or in print format. Due to the high volume of responses, any illegible proposals may be rejected.

4. GENERAL TERMS, CONDITIONS AND REQUIREMENTS FOR SOLICITATIONS

This solicitation shall be governed by the following documents; unless an exception is otherwise taken within this Solicitation. Documents are incorporated by reference only, and are not attached as part of this Solicitation.

- 4.1 Texas Education Code 44.031.
- 4.2 Policies and Procedures Manual for Federal Grants
- 4.3 Purchasing and Acquisition

5. TERM OF CONTRACT

- 5.1 Contracts created by this Solicitation shall be in effect from the date of award or September 1, 2017 whichever is later, through June 30, 2018.
- 5.2 Universal Academy reserves the exclusive right to automatically extend the contract at the Charter's sole option for three (3) automatic renewals one
- (1) year at a time, unless either party provides notification not to renew ninety (90) days prior to renewal..
- 5.3 The Charter reserves the right to re-evaluate the contract during the contract period and cancel the contract with a thirty (30) day written notice. In the event of an uncured nonperformance by the Vendor, as specified more fully in the contract to be entered into by and between Universal Academy and the Vendor, Universal Academy may terminate some or all of the contracts with Vendor as is deemed appropriate by the Superintendent of Universal Academy.
- 5.4 If at any time during the contract, a supplemental proposal may be solicited to add additional vendors to this proposal.
- 5.5 Universal Academy, may at its sole option, extend this bid for an additional sixty (60) days from the date of expiration, under the same pricing and terms and conditions if it is determined by the Charter that additional time is required to avoid a contract lapse.

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6. EVALUATION, NEGOTIATIONS, AND AWARD

- 6.1 Each proposal will be evaluated based on the requirements set forth in Section III, Special Instructions and Specifications.
- 6.2 Vendors are encouraged to submit proposals as soon as possible.
- 6.3 The Charter reserves the right to reject any and or all proposals which comply with these specifications, or to accept a higher proposal which complies, provided that, in the judgment of the Charter, the service offered under the higher proposal has additional value or function which justifies the difference in price.
- 6.4 All deviations from the specifications must be noted in writing by the Proposer at the time the proposal is submitted. The absence of a written list of specification deviations will hold the Proposer strictly accountable to the Charter's specifications as written.
- 6.5 Value added services included in the proposal will be considered for award of contract. All value added services must be declared in detail by the Proposer, in writing, at the time of submittal of the formal proposal.
- 6.6 THIS IS A NEGOTIATED PROCUREMENT, and as such, the Charter reserves the right to negotiate any terms, conditions, or pricing with a Vendor prior to an award.

Criteria	Description and Scoring Points System	Maximum Points Attainable
Vendor's Qualifications and Experience	<p>May include but is not limited to:</p> <ul style="list-style-type: none"> ● Qualifications and experience of proposing Vendor ● Qualifications and experience of each individual who may be assigned to work with the Charter ● Vendor's experience with servicing public school Charters (or other public sector); ● Number of years in business; ● Number of years offering the proposed services; ● Ability to provide qualified staff , as needed; ● Vendor's affirmation to verifying qualifications of staff/agents ● Vendor's affirmation to comply with required criminal background checks 	40
Ability to Meet Charter's Needs	<p>May include but is not limited to:</p> <ul style="list-style-type: none"> ● Vendor's acceptance to Charter's standard terms and conditions and special terms and conditions; ● Impact on Charter based on any Vendor's stated exceptions or deviations from the Charter's standard/special terms and conditions and requirements; ● Vendor's ability to comply with minimum requirements and monthly invoicing requirements; ● Vendor's acceptance to firm fixed price over a minimum of 12 months and not to exceed a 3% increase year-over-year thereafter; and Vendor's acceptance to pass down price decreases when possible. ● Additional services offered by the Vendor and referenced in the proposal; ● Value added services included in Vendor's proposal; ● Vendor's ability to meet minimum insurance requirements 	10
Purchase Price	<p>Each Vendor's overall pricing proposal will be scored based on pricing structure and anticipated costs over the term of the contract and may include but is not limited to:</p> <ul style="list-style-type: none"> ● Labor rates proposed (i.e. Daily / Hourly rates) are competitive and in-line with industry standards ● Any additional fees that may be incurred by the Charter, as applicable. ● Overall value of vendor's rates in consideration of any value added services that may be included in Vendor's proposal 	25
Past performance with the Charter.	<p>Indicate past engagements with Universal Academy:</p> <ul style="list-style-type: none"> ● Vendors without prior experience with Universal Academy will automatically receive 5 points; ● Vendors with prior experience with Universal Academy may earn up to 10 points, depending on the Charter's experience with the Vendor. 	10

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Vendor Reputation	May include but is not limited to: <ul style="list-style-type: none"> • Quality of vendor’s references (i.e. similar size and scope) and extent of work performed for each reference; • Vendor provided a minimum of three (3) client references, preferably Texas public school Charters , which the Charter can contact to verify quality of services rendered by Vendor 	5
Vendor Office Location (State)	Vendor will be awarded points for their operating office being located in the State of Texas	5
Vendor Office Location (County)	Vendor will be awarded points for their operating office being located in the following counties in the State of Texas: <ul style="list-style-type: none"> • Collin • Dallas • Denton • Tarrant 	5
Maximum Score Attainable		100

7. TYPE OF CONTRACT

Pricing shall remain firm during the first year of the contract. Any increase of rates must be submitted to the Charter prior to the renewal period and shall be agreed by both parties.

8. FELONY CONVICTION CERTIFICATION AND NON-COLLUSION STATEMENT

Vendor is required to submit a completed copy of the Felony Conviction Certification and Non-Collusion Statement. Copies of the forms are included with these specifications and **must be completed and returned with the proposal.**

9. REFERENCES

Three (3) references **must** be submitted with this proposal.

10. CERTIFICATION OF CRIMINAL BACKGROUND CHECK

The State of Texas Legislative Senate Bill No. 9, Section 22.0834, Certification of Criminal Background Check. Proposer may be required to obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present.

11. CERTIFICATE OF RESIDENCY

Texas Government Code under Chapter 2252, makes it necessary for Universal Academy to determine residency of Vendor(s). Proposers must complete the Certificate of Residency Information.

12. CONFLICT OF INTEREST

12.1 Disclosure of Certain Relationships with Local Government Officials. **(This form must be submitted with this bid even if not applicable.)**

12.1.1 Any individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with Universal Academy must file a Conflict of Interest Questionnaire with the Universal Academy Purchasing Office in accordance with Texas Local Government Code Chapter 176, no later than the 7th business day after the recipient becomes aware of a fact that requires filing. **(Field 1 on form should be business name submitting proposal.)**

12.2 This requirement applies to a person who is an agent of a vendor in the vendor’s business with the Charter.

12.3 All vendors must disclose the name of any Universal Academy employee who owns, directly or indirectly, an interest in the Proposers firm or any of its branches. **(Field 3 on form will be the employee’s name. If not applicable, state “N/A” in blank. If applicable, boxes A, B, C & D must be completed along with a signature in Field 4.)**

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13. CERTIFICATE OF INTERESTED PARTIES DISCLOSURE:

For contracts entered into on or after January 1, 2016, Texas Government Code Chapter §2252.908 (HB 1295) requires a written disclosure of interested parties by business entities that enter into certain contracts with governmental entities. The Texas Ethics Commission has adopted a Certificate of Interested Parties form (Form 1295) and adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Information from the Commission regarding the requirements, including rules and filing information are available on the Commission's website at the following links:

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The proposer is responsible for first electronically filing Form 1295 with the Commission. The filing process creates a certification of filing and a completed Form 1295 that must be printed, signed by an authorized agent of the business entity, and submitted to the Owner. After the Universal Academy receives the certification of filing with the completed Form 1295, it will notify the Commission, in an electronic format prescribed by the Commission, of the receipt of those documents within 30 days after receipt. Universal Academy cannot enter into a contract for this proposal unless the Proposer submits a disclosure.

14. W-9 IDENTIFICATION NUMBER CERTIFICATE

Proposer shall submit with their Proposal Response a copy of their W-9 Identification Number Certificate to expedite the payment process if awarded a contract.

15. TAXATION

UNIVERSAL ACADEMY is exempt under the Sales Tax and Use Tax Laws, and the Vendor(s) shall not include taxes.

16. PURCHASE ORDERS

Purchase Orders are signed by the Director of Purchasing and will be issued prior to all purchases. **The Charter will not be responsible for any service provided prior to the issuance of a purchase order.**

17. INVOICING AND PAYMENT

17.1 Invoices will be required for labor, materials and rental equipment.

17.2 Invoices (**IN DUPLICATE**) shall be sent to:

Universal Academy

**Attn: Accounts Payable
2616 N. MacArthur Blvd
Irving, TX 75062
Phone # (972) 255-1800**

17.3 Payment terms will be Net 30 days unless otherwise authorized by the Charter.

18. SIGNATURES ON PROPOSALS

Proposals, to be valid, must be manually signed in ink by authorized person in the space provided. By such signature, Proposer agrees to strictly abide by the terms, conditions, and specifications embodied in this proposal.

19. NO CONTACT POLICY

UNIVERSAL ACADEMY has a "no contact" policy during the RFP process, except as specifically provided herein. All contact regarding this solicitation must go through the Purchasing Department from the date of the RFP is issued until the date the RFP is awarded. Failure to comply with this requirement may be grounds Purchasing Department from the date the RFP is issued until the date the RFP is awarded. Failure to comply with this requirement may be grounds for rejection of this proposal.

20. PROTEST PROCEDURES

Any actual or prospective proposer who is aggrieved in connection with this RFP, evaluation, or award of any contract resulting from this RFP must file a grievance within 10 days of the date of the award.

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SECTION III- SPECIAL INSTRUCTIONS AND SPECIFICATIONS

The following information is to provide the Vendor(s) with the needed information on how to complete and submit their proposal response.

1. RULES OF PREPARATION

- 1.1 Pricing proposed in the proposal shall remain fixed and binding on the Proposer for the life of the initial contract.
- 1.2 Universal Academy expects Proposers will comply with the stated requirements of the proposal in developing their response.
- 1.3 Any exception to the terms and conditions of this proposal must be included in writing on the Proposer Response Form.

2. PRICING

- 2.1 Pricing shall remain firm for the life of the initial term of the contract, except for price decreases, which may be offered to the Charter at any time over the term of the contract. Price increases may only be considered at the renewal options, at which time such price increase requests shall be followed by proper justification and shall be no greater than 3% over the previous year.
- 2.3 Universal Academy reserves the right to negotiate any price increase requests, but shall not be obligated to accept any price increases.
- 2.4 The Charter expects all vendors to provide the lowest and best price.

3. EVALUATION PROCESS

- 3.1 The Charter's Evaluation Team will review the proposals and may request additional information, if deemed appropriate.
- 3.2 The Charter reserves the right to accept or reject any, all or none of the exceptions/substitutions deemed to be in the best interest of the Charter.

4. AWARDS

- 4.1 This proposal will be awarded on the basis of "best value". Section 44.031(b) of the Texas Education Code requires school Charters to consider the following criteria when awarding a proposal:
 - 4.1.1 the purchase price;
 - 4.1.2 the reputation of the vendor and of the vendor's goods and services;
 - 4.1.3 the quality of the vendor's goods and services;
 - 4.1.4 the extent to which the goods or services meet the Charter's needs;
 - 4.1.5 the vendor's past relationship with the Charter;
 - 4.1.6 the impact on the ability of the Charter to comply with laws and rules relating to historically underutilized businesses;
 - 4.1.7 the total long-term cost to the Charter to acquire the vendor's goods or services; and
 - 4.1.8 has its principal place of business in this state or employs at least 500 persons in this state
 - 4.1.9 any other relevant factor specifically listed in this solicitation.
- 4.2 Multiple Vendors will be awarded upon Board of Trustees approval and each Proposer will receive a copy of the award.
- 4.3 Each applicant will be contacted in writing of their approval. No contact with departments shall take place until receipt of approval.

5. NO GUARANTEE OF SERVICES

- 5.1 All expenditures are estimates only based on previous purchases and future expectations. Universal Academy is not required to purchase any minimum or maximum service.
- 5.2 Should the Charter not have sufficient funds appropriated for the purchase of the services mentioned in this proposal, after timely notification to the vendor, the Charter is fully and expressly released from all obligations under this agreement and any incidental agreements hereto.

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14. INSURANCE

The Proposer awarded a contract may be required to provide proof of insurance for Professional Liability Insurance at limits acceptable to Universal Academy. Insurance coverage must remain in effect for the duration of the awarded contract, and Universal Academy shall be named as an additional insured on the insurance certificate. Workers compensation must be provided and any other necessary insurance pertaining to services provided to the Charter that stipulate the need for insurance.

15. GENERAL SPECIFICATIONS

To establish credibility, any company, hereafter called supplier, wishing to bid must have documented proof of existence as a tenable supplier of such service for a minimum of five (5) years. Furthermore, they must understand and agree to the promise that services provided in the school **must be related to participation in special education instruction** as opposed to being only medically justifiable.

Supplier will provide therapy services through employees who are all licensed and/or legally qualified to perform the services required.

All personnel supplied by supplier shall have on file and shall provide to the Universal Academy upon request the appropriate personnel information (license, health evaluation, Form I-9, performance evaluation, in service training).

Supplier must verify its ability to bill third party providers. **Verification shall include, but not be restricted to,** a copy of the supplier's Medicaid provider number with current eligibility and or a copy of the therapist license number **to be submitted with the proposal.** This specification is in keeping with Public Law 94-142 and Public Law 99-457, which requires MCD's to provide medical treatments under Section 1903 of the Social Security Act.

Supplier understands that **all** referrals and requests for services must come to Supplier through the Executive Director of Special Programs or designee. Authorization for commencement of services will also come from said Executive Director or designee. Further, the supplier will maintain weekly contact with the Executive Director or designee for the purpose of accurate communication with respect to current status of referrals and services.

Supplier will provide services in the form of the following:

- With required school authorization and documentation in hand, obtain doctor's orders when required prior to evaluation. If doctor's orders have not been secured within two weeks of referral to supplier, supplier will notify Executive Director of Special Programs or designee who will assist in acquiring the orders.
- Beginning of school year evaluations for continuing student therapy and pre-service evaluations for initial students who meet the specifications required by federal and state laws and regulations for eligible or potentially eligible students,
- Notification of third party approval and authorization for therapy to designated school personnel. If approval is not secured within one week of request to their party, supplier will notify Executive Director of Special Programs or designee. Executive Director will provide school authorization to begin services in accordance with state and federal procedures,
- Completion of written annual goals, short-term objectives and recommendations/strategies commensurate with federal and state laws and regulations for eligible or potentially eligible students using Charter forms for documentation prior to services,
- Direct services according to mutually agree upon schedule and documented Service/Contract Logs. Only services documented on these sheets will be considered valid for payment purposes,
- Direct service **only to students with appropriately documented IEP's**, either separately or in classroom consultation with student's teachers as written into the IEP,
- Written nine-week progress updates of IEP-established goal/objective forms sent to Executive Director of Programs or designee,
- With advanced notice, attendance and/or written input into any called IEP meetings concerning student receiving services,
- Availability to screen during annual Child Find activities (one day per school year during spring term), and end of year evaluations and recommendations.

Supervisory visits will be the responsibility of the contracting agency. They will abide by all state laws. The LEA will pay for only one (1) session for Supervisory visits if Executive Director and assistant are both present. Supervisory visits are defined as on-site inspection of COTA or PTA or SLPA implementation of plan of care, periodic evaluation of performance and off-site review of plan of care and proper follow-through.

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The contracting agency is responsible for maintaining accurate information on the current student status. Any changes will be reported to the designated school personnel within one week notification to supplier of the changed status. Changes not reported within one week of provider's knowledge of the change will result in forfeiture of school payment for any services provide dafter the change

Services personnel shall participate in in-service training sessions conducted by Universal Academy as deemed advisable for the implementation of services to eligible students.

Supplier shall maintain, at its sole cost and expense, professional and malpractice liability insurance ("Malpractice Insurance") from a commercial carrier covering supplier employees against claims arising out of his/her performance of services hereunder in the minimum of One Million Dollars (\$1,000,000) per occurrence and in the aggregate of One Million Dollars)\$1,000,000) per year.

Any contact entered into by Universal Academy and a supplier shall state that it shall continue and be binding upon parties from the date of the award through June 30, 2018 unless contract is extended upon agreement of both parties.

Any contract can be amended by written consent of both parties and amendments shall be attached to the contract and made a part thereof. Therapists must give a 30-day written notice to be released from the contract.

The proposal **must** contain specific cost per hour based on an eight hour day.

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SECTION IV- CERTIFICATION/REPRESENTATIONS

INSURANCE REQUIREMENTS

The successful vendor shall have their insurance companies list Universal Academy as a named insured on the policies. Certificates shall be sent to Accounting Department at each change or renewal, during the term of this contract.

Failure to provide proof of required insurance could result in the disqualification of the proposal.

PROOF OF INSURANCE COVERAGE MUST BE SUBMITTED WITH PROPOSAL

<i>Workers Compensation</i> Employers Liability	<i>Statutory Limits</i> \$500,000 @ accident \$500,000 policy limit \$500,000 @ employee
<i>General Liability</i> Bodily Injury & Property Damage	\$500,000 combined single limits/\$1,000,000 aggregate
<i>Automotive Liability</i> Bodily Injury Property Damage	\$250,000 @ person/\$500,000 @ accident \$250,000

CERTIFICATION OF CRIMINAL BACKGROUND CHECK

The State of Texas Legislative Senate Bill No. 9, Section 22.0834, Certification of Criminal Background Check. Bidder / Proposer may be required to obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Bidder/Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present.

If the Criminal Background Check is required, the expense shall be incurred by the Contractor.

CERTIFICATION OF FELONY CONVICTION NOTIFICATION

Section 44.034 Subsection (a) of the Texas Education Code requires a person or business entity that enters into a contract with a school Charter must give advance notice to the Charter if the person and/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 Charter may terminate a contract with a person or business entity if the Charter 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 Charter must compensate the person or business entity for services performed before the termination of the contract." Subsection (c) this notice is not required of a publicly held corporation.

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 following information furnished is true to the best of my knowledge (check only one item).

1. _____ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
2. _____ My firm is not owned nor operated by anyone who has been convicted of a felony.
3. _____ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

Details of Conviction(s): _____

Submitter's Signature _____ Date: _____

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STATEMENT OF NON-COLLUSION AND NON-DISCRIMINATION

"Non-Collusion Statement": "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the school Charter or defraud the school Charter of its rights*) with any other bidder, school board member, or school Charter employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion."

Company Name: _____ Submitter's Name: _____

Submitter's Title: _____ Submitter's Signature: _____

REFERENCES

Please print or type three major account references and provide contact names and phone number:

Company: _____ Contact: _____ Phone: _____

Company: _____ Contact: _____ Phone: _____

Company: _____ Contact: _____ Phone: _____

RESIDENT CERTIFICATION

In accordance with Article 601g. as adopted by the 1985 Texas Legislature the following will apply. The pertinent portion of the Act has been extracted and is as follows: Article 601g. State of Political Subdivision Contracts for Construction, Supplies, Services, Bids by Non resident Section 1(a) in the Act:

(1) "Governmental agency of the state" means: (A) an incorporated city or town, a county, a public school Charter, a special purpose Charter or authority, or a Charter, county, or justice of the peace court;

(2) "Nonresident bidder" means a vendor whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas residential bidder" means a vendor whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I Certify that as defined in Article 601g. that:

Company Name: _____ Is a resident vendor of the state of _____

Printed Name: _____ Signature: _____

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SUSPENSION OR DEBARMENT CERTIFICATE

This certification is required by the regulations implementing Executive order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities.

By signing this certificate, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

Vendor Name: _____

Vendor Address: _____

Vendor Email Address: _____

Vendor Telephone: _____ Vendor Fax Number: _____

Authorized Company Official's Name (Printed): _____

Signature of Company Official: _____

**UNIVERSAL ACADEMY
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EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

Universal Academy is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (EDGAR). Part of the process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Universal Academy along with your agreement.

The following certifications and provisions are required and apply when Universal Academy expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326, all contracts, including small purchases awarded by the Charter and the Charter's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

The following provisions are required and apply when federal funds are expended by Universal Academy for any contract resulting from this procurement process.

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Non-Federal entity including the manner by which it will be effected and the basis for settlement.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

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

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

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CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Universal Academy for any contract resulting from this procurement process, Vendor certifies it will comply with the mandatory standards and policies relating to energy which are contained in the state energy conservation plan issued in compliance with the Energy Policy and conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18)

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Charter or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant of the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

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

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

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SECTION V- PROPOSAL RESPONSE FORM

CATEGORY	HOURLY RATE	DAILY RATE
Speech Pathologist		
Assessment Specialist/Diagnostician		
Bilingual Assessment Specialist/Diagnostician		
Assessment Specialist/Diagnostician in PPCD Assessment		
Licensed Specialist in School Psychology		
Bilingual Licensed Specialist in School Psychology		
Dyslexia Evaluator		
Licensed Professional Counselor		
Board Certified Behavior Analyst		
Occupational Therapist		
Physical Therapist		
Music Therapist		
Licensed Registered Nurse and/or Licensed Vocational Nurse		
Audiologist		
Interpreting Services		
In-Home/Parent Training Services		
Orientation & Mobility		
Visual Impairment		
Other Contracted Special Education Services		

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: : _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 []

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	
	Requester's name and address (optional)	
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																																
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																																																
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10">Social security number</th> </tr> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> <tr> <td colspan="4"> </td><td style="text-align: center;">-</td><td colspan="2"> </td><td style="text-align: center;">-</td><td colspan="4"> </td> </tr> </table> <p style="text-align: center;">or</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10">Employer identification number</th> </tr> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> <tr> <td colspan="6"> </td><td style="text-align: center;">-</td><td colspan="4"> </td> </tr> </table>	Social security number																								-			-					Employer identification number																										-				
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**UNIVERSAL ACADEMY
SPECIAL EDUCATION CONTRACTED SERVICES
RFP #2017-008-016**

FAILURE TO SUBMIT ANY OF THE REQUIRED INFORMATION MAY BE SUFFICIENT GROUNDS FOR REJECTION OF PROPOSAL.

VENDOR'S CHECKLIST

- ___ Vendors Acceptance Form (*Must Be Signed*)
- ___ Proposal Response Form (*Must Be Signed*)
- ___ Certificate of Felony Conviction (*Must Be Signed*)
- ___ Statement of Non-Collusion and Non-Discrimination (*Must Be Signed*)
- ___ References (*Must be included*)
- ___ Resident Certification (*Must Be Signed*)
- ___ Suspension Debarment Certificate (*Must Be Signed*)
- ___ Conflict of Interest Questionnaire (*Must Be Signed*)
- ___ Edgar Certification Forms (*Must Be Completed*)
- ___ W-9 (*Must Be Signed*)
- ___ HB 1295 (*Must complete, download and notarized form*)

(Please verify that all the requested documents listed above are present and completed prior to submittal of proposal)