Request for Proposals (RFP)

**#1-RFP-SPED-2022 Instructional & Related Services**

Closing Date:
**3:00 pm CST**
**Wednesday, May 4, 2022**

IDEA Public Schools and its affiliates are accepting proposals from firms that are qualified and experienced in **Special**

## 7. Proposer Responsibility

7.1. IDEA expects Vendors to be thoroughly familiar with all specifications and requirements of this RFP. Vendor's failure

**13. Contract Period**

13.1 The agreement(s) resulting from this solicitation will be in effect for an initial term of one (1) year from the date of award or such date established by the agreement. The parties, by mutual consent, may renew the agreement for up to four (4) additional one (1) year periods. In addition, IDEA reserves the right to extend the contract for an additional sixty (60) days beyond the final expiration date, if necessary, to ensure no lapse in service.

**14. Administrative Procedure for Bidder Complaints**

14.1. Members of the public having complaints regarding IDEA's purchasing procedures or operations may present their complaints or concerns to IDEA in writing to the following address:

IDEA Public Schools
Attn. Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596
956-377-8000

**15. Insurance Requirements**

15.1. Minimum Requirements: The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

15.2. Worker's Compensation is required for this RFP. Insurance Certificates must be submitted with vendor's proposal. This document is titled Certificate of Insurance (ACORD 25). IDEA reserves the right to review all insurance policies pertaining to this solicitation to guarantee that the proper coverage is obtained by the contractor.

15.2.1 Contractor will be required to maintain in full-force and in-effect the following types of insurance:
15.2.1.1 Worker's Compensation $100,000 per

b. Vendor shall ensure adherence to appropriate safety procedures and report potential health or safety hazards to the designated campus administrator.

c. Vendor's assigned staff members shall be responsible for the following, as applicable:

i. Providing special education and/or related aids and services as determined for each assigned student;
ii. Maintain logs and therapy notes for student services ;
iii. Provide logs with invoices for therapy;
iv. Attending ARD meetings;
v. Maintaining and submitting individual student reports to IDEA;
vi. Completing or assisting with individual educational plans (IEP);
vii. Completing progress reports for services;
viii. Consulting with school staff;
ix. Completing evaluations, IEPs, and Progress reports on the Frontline system;
x. Assisting IDEA staff with their students' IEP progress reports;
xi. Assitxo5ody <</h.8 (ng pr)1Bx5oT036 g.6 (e)4. 1.036 0 Td( )Tj/TT1 1 TfgJ0 Tc 0 Tn(e)2.2 (n)-2.1EPo5Tc 0 Tw

2. **Auditory Impairment Teacher**

   a. Primary Purpose: Provide direct and indirect support for students identified with Auditory Impairment.

   b. Minimum Education/Certification Qualifications: An assignment for Teacher of Students with Auditory Impairments is allowed with one of the following certificates. (1) Deaf and Severely Hard of Hearing. (2) Hearing Impaired. (3) Teacher of the Deaf and Hard of Hearing: Early Childhood-Grade 12

   c. Major Responsibilities and Duties: Direct and indirect AI services, consultation with parents and school staff, training for school staff, consultation and support in ordering and maintaining equipment to help student access general education. Assist and consult with assessment personnel and SLPs to gather necessary evaluations such as Ontological and Audiological evaluations. Consult with outside providers for equipment, evaluations, etc. Complete and assist in IEP development, complete, and assist in progress reports, maintain logs for direct and indirect services.

3. **Board Certified Behavior Analyst (BCBA)**

   a. Primary Purpose: Provide behavior support for special education students and students in Response to Intervention (RTI) or in the process of being referred for Special Education.

   b. Minimum Education/Certification Qualifications: Certification as a BCBA

   c. Major Responsibilities and Duties: Complete Functional Behavior Assessment and Behavior Intervention Plans in the Frontline system, consult with school staff, consult with parents, provide training as needed.

4. **Licensed Specialist in School Psychology (short-term contract as needed)**

   a. Primary Purpose: To provide evaluation support for the region on an as needed basis.

   b. Minimum Education/Certification Qualifications: Master of Arts in Psychology
   Licensed as a Licensed Specialist in School Psychology

   c. Major Responsibilities and Duties: To provide evaluation support through student testing and providing a Full Individual Evaluation (FIE) in IDEA's Frontline FIE program

5. **Occupational Therapist**

   a. Primary Purpose: To provide direct and indirect Occupational Therapy services and evaluations for students in the region.

   b. Minimum Education/Certification Qualifications: A bachelor's degree in occupational therapy from a university certified by the ACOTE (Accreditation Council for Occupational Therapy Education) or AOTA (American - Occupational Therapy Association). Certified by the National Board for Certification.

   c. Major Responsibilities and Duties: Providing direct and indirect (consult) occupational therapy services to students in the region that have IEP OT services. Provide OT initial evaluation and re-evaluation support as needed for students in the region.

6. **Orientation and Mobility Teacher**

   a. Primary Purpose: To provide direct and indirect support for students with visual impairment that required orientation and mobility services per their IEP.

   b. Minimum Education/Certification Qualifications: Bachelor's and/or Master's degree Certification from the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP)

   c. Major Responsibilities and Duties: To provide direct and indirect (consult) orientation and mobility support to students with visual impairment. To provide orientation and mobility evaluation and re-evaluation support as needed for students in the region.

**7. Physical Therapist**

a. Primary Purpose: To provide direct and indirect support for students with physical therapy services per their IEP.

b. Minimum Education/Certification Qualifications: Physical therapists must have an advanced degree. This can be a Master of Physical Therapy degree or, more commonly, a Doctor of Physical Therapy degree.

c. Major Responsibilities and Duties: To provide direct and indirect (consult) physical therapy support to students per their IEP. To provide orientation and mobility evaluation and re-evaluation support as needed for students in the region.

**9. Speech Language Pathologist (short-term contract as needed)**

a. Primary Purpose: To provide short term speech therapy services to students per their IEP and/or to provide speech therapy evaluation support.

b. Minimum Education/Certification Qualifications: Master's degree in speech-language pathology from an accredited 714.578 -1pTj0
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**Houston**

- Adaptive Physical Education
- Auditory Impairment/Deaf Ed

**Jacksonville**

- Certified School Psychologist
- Adaptive Physical Education
- Auditory Impairment/Deaf Ed Teacher
- Board Certified Behavior Analyst (BCBA)
- Nursing
- Occupational Therapist
- Orientation and Mobility
- Physical Therapy
- Speech Language Pathologist
- Visual Impairment Teacher

## OHIO

**Cincinnati**

- Certified School Psychologist/LSSP
- Adaptive Physical Education
- Auditory Impairment/Deaf Ed Teacher
- Board Certified Behavior Analyst (BCBA)
- Nursing
- Occupational Therapist
- Orientation and Mobility
- Physical Therapy
- Speech Language Pathologist
- Visual Impairment Teacher

## PART III – PROPOSAL OPENING

### 1. Proposal Opening

1.1 Proposal Opening is scheduled for April 13, 2022, at 3:00PM (CST). A formal "opening" will not be held and pricing

## PART IV – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

**1. Proposal Response**

Proposals may be submitted using the Tyler Munis Self Service site, or by sending a hard copy to:

IDEA Public Schools
Attn. Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596
956-377-8000

2. Proposals sent by mail must be in a sealed envelope marked with the RFP Number and Title and include:
   2.1. One (1) clearly identified hard copy ORIGINAL of the Proposal response.
   2.2. Five (5) clearly identified PAPER COPIES of the proposal.
   2.3. Five (5) copies of the proposal on FLASH DRIVES, marked with your company name.

***Note:***

signed

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1.6 Applicability: These conditions are applicable and form a part of

**2.1.14.** Rights to Inventions Made Under a Contract or Agreement: Vendor acknowledges and agrees that any intellectual property, processes, procedures, or product developed in furtherance of this agreement belongsto IDEA as work-for-hire and all rights are reserved by IDEA and/or the federal government in accordance with applicable federal law.

**2.1.15.** Advertising: The Vendor shall not advertise or publish, without IDEA's prior consent, the fact that IDEA has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state, or local government.

**2.1.16.** Legal Venue: Both parties agree that the venue for any litigation arising from the contract shall lie in Hidalgo County, Texas.

**2.1.17.** Standing: Vendor must be registered to conduct business in Texas and in good standing with the Texas Secretary of State and Comptroller.

**2.1.18.** Ineligibility for Nonpayment of Child Support: Pursuant to Texas Family Code 231.006(d), regarding child support, the Vendor certifies that the Vendor is not ineligible to receive funds under a contract paid by state fundt.1 (r)- iro-710 (n-710 (s)d)1unde1212 (8.)]TJ /TT3 7 8J7-Tc 0 Tw 13.253 0 Td ( )Tj E6C /P <</MCID 40

## PART VI – REQUIRED ATTACHMENTS

The attachments listed below are required and should be included with the Proposal.
ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.

1. Attachment A –

Attachment A – Title Page

A Proposal Submitted in Response to

IDEA

Request for Proposals

#1-RFP-SPED-2022

Special Education Instructional & Related Services

Submitted By:

_____

(Full Legal Name of Vendor)

_____

(Date of Submission)

Attachment B – Vendor Information

Enter Vendor's name and address below.

1. Vendor Name: _____

2. Street Address: _____

3. City, State, and Zip Code: _____

4. Email Address: _____

5. Phone Number: _____

Additional Requirements:

The proposal must include the name of each person with at least 25% ownership of Vendor.

Name: _____

Name: _____

Name: _____

Name: _____

Attachment D – Proof of Insurance or Bonding

Please provide proof of insurance or bonding for each individual state included in this RFP as applicable.

Attachment E – Certification Regarding Drug-Free Workplac4.9 (ac4.9 (ac4.9 Q3 (e)-2.8 (h< Q3 (e).06 0 T

Attachment F – IDEA Conflict of Interest Form

By signature of this Proposal, Vendor covenants and affirms that:

- No manager, employee or paid consultant of Vendor is a member of the IDEA Board of Directors or anemployee of IDEA.
- No manager or paid consultant of Vendor is married to a member of the IDEA Board of Directors,IDEA's Chief Executive officer, or an employee of IDEA.
- No member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA isa manager or paid consultant of Vendor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive officer, nor anyemployee of IDEA owns or controls more than 10% of the Vendor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive officer, nor any employee of IDEA receives compensation from Vendor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendor has disclosed within the Proposal any interest, fact or circumstance which does or may presenta potential conflict of interest.
- Should Vendor fail to abide by the foregoing covenants and affirmations regarding conflict of interest,Vendor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contractwith IDEA and shall further be liable for any costs incurred or damages sustained by IDEA relating to that contract.

_____
Vendor Name

_____ _____
Signature of Authorized Representative Date

_____
Printed Name and Title of Authorized Representative

Attachment G – Conflict of Interest Form CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Respondent must fill-out the Conflict-of-Interest Form CIQ and submit with their proposal.
The Conflict-of-Interest Form CIQ can be found at the following link:

https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

Attachment H – Equal Opportunity and

Attachment J – Certification Regarding Lobbying

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 wasplaced when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less

Attachment K – Debarment or Suspension Certificate

Federal Executive Order (E.O.) 12549 “Debarment” requires that all contractors receiving individual awards, using federal funds, r 13.7 (dub7t43 0 Tdn ( r)1s)94 (t)]TJ0 Tc 0 Tw 4.687 0 Td( )Tj0.253 0 Td152icral

# IDEA Public Schools
## Edgar Certifications and Representations
## (Education Department General Administrative Guidelines)

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at $250,000 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.

2. Termination for Cause and Convenience. All contracts in excess of $10,000 must address termination for cause and for convenience by THE SCHOOL including the manner by which it will be affected and the basis for settlement.

3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of ''federally assisted construction contract'' in41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR 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 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by the school and the charter districts must include a provision for compliance with the Davis-Bacon Act (40U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 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 school and the charter districts 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 school and the charter districts 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 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 school and the charter districts must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the contractor 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).

8. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are

Attachment M – Criminal History Review of Contractor Employees

Texas Education Code §22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding "covered employees."

**Definitions:**

Covered Employees: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. IDEA Public Schools (the "School") retains the discretion to determine what constitutes direct contact with students.

Disqualifying Criminal History: Any conviction or other criminal information designated by the School, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code§21.060, including:
   1.1. Crimes involving moral turpitude.
   1.2.

Attachment N – Reference Sheet

Please list a minimum of three references of agencies (governments, charter schools or ISDs) that have used your services. We would prefer some of the references to be new customers in the last year, and Texas agencies are preferred:

1. _____
Company Name

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

_____
Dates of Contract

2. _____
Company Name

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

_____
Dates of Contract

| | | | | |
|---|---|---|---|---|
| | **Houston** | Adaptive Physical Education | | |
| | | Auditory Impairment/Deaf Ed Teacher | | |
| | | Board Certified Behavior Analyst (BCBA) | | |

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Attachment P – Respondent's W-9

The W-9 is an official form furnished by the IRS for employers or other entities to

**END OF IDEA PUBLIC SCHOOLS RFP**