

Request for Proposals (RFP)

for

Special Education Instructional & Related Services

RFP #4-RFP-SPED-2021

Proposals will be accepted on or before June 23, 2021, at 5:00 pm CST.
Proposals received later than the date and time designated may not be considered.

Closing Date:
5:00pm CST
June 23, 2021

IDEA Public Schools and affiliated entities (IDEA) is accepting proposals to provide Special Education Instructional and Related Services in accordance with the instructions, specifications, and terms and condition contained in this Solicitation.

IDEA reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Vendor, prior to submitting the Proposal, to contact IDEA to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. **Please contact Belinda Garcia, Special Programs Director of Compliance, at Belinda.garcia@ideapublicschools.org to submit questions or comments concerning this solicitation, or to determine if addenda were issued and, if so, to obtain such addenda for attachment:**

Belinda Garcia
Special Programs Director of Compliance
belinda.garcia@ideapublicschools.org

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PART I – GENERAL INFORMATION AND INSTRUCTIONS

1. Introduction and Purpose

IDEA prepares students from underserved communities for success in college and citizenship. We are a growing network of 119 high-performing charter schools serving over 76,500 students located throughout the Rio Grande Valley, San Antonio, Austin, El Paso, Houston, Permian Basin TX. As well as locations in Louisiana, Florida, and Ohio. Over 80% of IDEA students are considered low-income, and one of every three students is the first in their family to go to college. Since our first graduating class in 2007, 100% of our seniors have been accepted to colleges and universities. By 2022, IDEA will operate 173 schools in ten regions educating 100,000 students on their road to and through college. IDEA is expanding Tampa, FL in 2021,

Proposals sent by mail must be in a sealed envelope marked with the RFP Number and Title and include:

One (1) clearly identified hard copy ORIGINAL of the Proposal response.

Five (5) clearly identified PAPER COPIES of the Proposal

- d. All proposals must be received by the deadline. **Proposals submitted after the closing date will NOT be accepted. Fax or email proposals will NOT be accepted.**
- e. **Pre-Proposal Meeting:** Not applicable.
- f. **Proposal Guarantee:** Not applicable.
- g. IDEA reserves the right to reject any and/or all Proposals, to award service contracts as may appear advantageous to IDEA, and to waive all technicalities and formalities in the procurement process, to extend the deadline to submit a proposal, or to amend or cancel this solicitation in part or in its entirety. Written notice of award mailed or otherwise furnished to the successful Vendor(s) results in a binding contract without further action by either party; however, IDEA reserves the right to tender its own contract for services.
- h. All supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.
- i. All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Vendor.
- j. Vendor shall provide information on any costs that IDEA may incur related to the requested services. Vendor must specify all costs (i.e., administrative fees, processing fees, etc.) associated with providing the services requested herein. Vendor will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Vendor does not expect IDEA to incur any costs, the Proposal shall
- k. IDEA is exempt from federal excise tax, state, and local tax. Do not include tax in cost figures. Any taxes included in cost figures will not be included in the tabulation of any awards.
- l. Any Proposals submitted in response to this RFP will become irrevocable upon the closing time and remain open for acceptance for 90 days from the closing date whether or not another RFP has been accepted.
- m. Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all of the conditions set forth in this document. Any proposed variation from the specifications, terms, and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions. If no changes are indicated, IDEA shall expect to receive the service(s) exactly as specified.
- n. IDEA reserves the right to select any offer it deems the best value, regardless of price.
- o. IDEA may accept multiple offers for the same services.

3. Required Forms (Certifications and Representations)

Vendor shall execute the required forms included with this RFP.

11. Administrative Procedure for Bidder Complaints

Members of the public having complaints regarding the IDEA s purchasing procedures or operations may present their complaints or concerns to the district by written to the following address.

IDEA Public Schools, Attn. Purchasing Dept.
2115 West Pike Blvd
Weslaco, TX 78596

PART II: SPECIFICATIONS AND SCOPE OF WORK

Overview

IDEA is requesting the following Special Education Services for the 2021-2022 school year:

TEXAS

Rio Grande Valley (Upper and Lower Valley):

- Auditory Impairment Teacher
- Orientation and Mobility Teacher
- Adaptive Physical Education
- Physical Therapist
- Speech Therapist
- Occupational Therapist
- Licensed Specialist in School Psychology

San Antonio

- Physical Therapy
- Orientation and Mobility
- Visual Impairment Teacher
- Auditory Impairment Teacher
- Board Certified Behavior Analyst (BCBA)
- Adaptive Physical Education
- Occupational Therapy
- Speech Therapist
- Licensed Specialist in School Psychology

Austin

- Physical Therapy
- Orientation and Mobility
- Visual Impairment Teacher
- Auditory Impairment Teacher
- Adaptive Physical Education
- Occupational Therapist
- Speech Therapist
- Board Certified Behavior Analyst (BCBA)
- Licensed Specialist in School Psychology

El Paso

- Occupational Therapy
- Visual Impairment
- Orientation and Mobility

Physical Therapy
 Auditory Impairment Teacher
 Adaptive Physical Education
 Speech Impairment
 Licensed Specialist in School Psychologist
 Board Certified Behavior Analyst (BCBA)

Houston

Physical Therapy
 Occupational Therapy
 Speech Therapy
 Adaptive Physical Education
 Auditory Impairment Teacher
 Visual Impairment Teacher
 Licensed Specialist in School Psychologist
 Board Certified Behavior Analyst (BCBA)

Permian Basin (Travis)

Occupational Therapy
 Speech Therapy
 Physical Therapy
 Licensed Specialist in School Psychology
 Board Certified Behavior Analyst (BCBA)
 Visual Impairment Teacher
 Auditory Impairment Teacher

Tarrant County

Physical Therapy
 Adaptive Physical Education
 Occupational Therapist
 Licensed Specialist in School Psychology
 Auditory Impairment Teacher
 Board Certified Behavior Analyst (BCBA)
 Visual Impairment Teacher
 Auditory Impairment Teacher

FLORIDA

Tampa Bay 00912 0 612 792 reW*nBT/F2 11.04 Tf1 0 0 1 61.944 241.03 Tm0 0.439 0o288m01 Tm0 g0 G[)]

Occupational Therapy
Speech Therapist

- 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

in the region.

PART III: EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1. General Considerations

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced Proposal. Award(s) will be made to the Vendor(s) submitting the best responsive
In the event that one Vendor cannot meet all of the requirements outlined in the RFP, the award may be divided among several qualified Vendors.

The committee evaluating the Proposals submitted in response to this RFP may require any or all Vendors to give an oral presentation to clarify or

25 Points

105 Total Allowable Points

IDEA may use IDEA staff, independent evaluators, or a combination of both to evaluate and rank Proposals.

After evaluation, an award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification. IDEA may enter into negotiations with the highest ranked Vendor. If IDEA is unable to reach agreement with the highest ranked Vendor, the negotiations will terminate and negotiations will begin with the next Vendor in the order of the ranking until a contract is reached or IDEA has rejected all Proposals.

NOTE: After evaluation, any Proposal with a total score less than 70 points will be considered as nonresponsive and will be disqualified from further consideration. Proposals receiving a final score of 70 or better are not guaranteed an award. IDEA reserves the right to request Best and Final Offers (BAFO) from all responsive Vendors.

PART IV: GENERAL TERMS AND CONDITIONS

1. **Proposal Submission:** Proposals must be submitted using this RFP only, and must be submitted on or before the hour and date specified. Late submittals will not be accepted or reviewed. Emailed proposals will not be accepted.
2. **Public Record:** All Proposals become the property of IDEA. As a governmental entity, the Texas Public Information Act applies to this RFP. Accepted Proposals and any subsequent award will generally be a public

10. **Undue Influence:** In order to ensure the integrity of the selection process, Vendor, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to directly or indirectly, through any contact with IDEA board members or other school officials from the date this RFP is released until the award of a contract by IDEA. By signing this Proposal, Vendor affirms that Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any IDEA representative in connection with the Proposal submitted.

11. **Gratuities:** IDEA may, by written notice to Vendor, cancel any service agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of IDEA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this agreement is cancelled by IDEA pursuant to this provision, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Vendor in providing such gratuities.

12. **Payment Terms:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by IDEA, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. Vendor will invoice IDEA neither more nor less frequently than once per month. Vendor must have the ability to execute multiple contracts and provide invoices related to each contracted entity.

13. **Independent Contractor:** The parties intend that Vendor, in performing the specified services, will act as an independent contractor and that nothing herein shall be construed as creating the relationship of employer . Vendor will be free to contract for similar services to be performed for other entities while Vendor is under contract with IDEA. Vendor is not to be considered an agent or employee of IDEA and is not entitled to participate in any pension plans, bonus, or similar benefits that IDEA provides to its employees. IDEA and Vendor agree that Vendor

duct federal income taxes, FICA (Social Security), or any other taxes required to be deducted by any employer, as this is the responsibility of Vendor.

14. **Fund Availability**

26. **Applicable Law:** The validity, enforceability, and interpretation of any provision of this agreement will be determined and governed by the substantive and procedural laws of the State of Texas.

27. **Record Keeping:** IDEA, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Vendor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

28. **Equal Opportunity:** Vendor shall comply with E.O. 11246 Equal Employment Opportunity, as amended by E.O. 11375 Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

29. **Debarment and Suspension:** Neither Vendor nor any of its officer, directors, owners, members, Procurement or Non-procurement Programs in accordance with E.O 12549 and E.O. 12689 Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

30. **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 belongs to IDEA as work-for-hire and all rights are reserved by IDEA and/or the federal government in accordance with applicable federal law.

PART V: REQUIRED FORMS

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 Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
2. Attachment B Vendor Information
3. Attachment C Vendor Certification
4. Attachment D Proof of Insurance or Bonding
5. Attachment E Certification Regarding Drug-Free Workplace
6. Attachment F IDEA Conflict of Interest Form
7. Attachment G Conflict of Interest Form CIQ
8. Attachment H Equal Opportunity and Nondiscrimination
9. Attachment I Bidder Certification Form
10. Attachment J Certification Regarding Lobbying
11. Attachment K Debarment or Suspension Certificate
12. Attachment L Contract Provisions for Contracts Involving Federal Funds

13. Attachment M Criminal History Certification

Attachment A – Title Page

PROGRAM DEPARTMENT

A Proposal Submitted in Response to

IDEA

Request for Proposals #4-RFP-SPED-2021

Submitted By:

(Full Legal Name of Vendor)

On:

(Date of Submission)

Attachment B – Vendor Information

name and address below.

1. Vendor Name: _____

2. Street Address: _____

3. City, State, and Zip Code: _____

4. Federal ID# or Social Security Number: _____

Additional Requirements:

Proposal must include name and Social Security Number of each person with at least 25% ownership of Vendor.

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Attachment C – Vendor Certification

I, the undersigned, submit this Proposal and have read the specifications, which are a part of this RFP. My signature also certifies that I am authorized to submit this Proposal, sign as a representative for Vendor, and carry out services solicited in this RFP.

Signature of Authorized Agent: _____

Printed Name and Title of Agent: _____

Vendor Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address (if applicable): _____

Web Site Address (if applicable): _____

Attachment F – IDEA Conflict of Interest Form

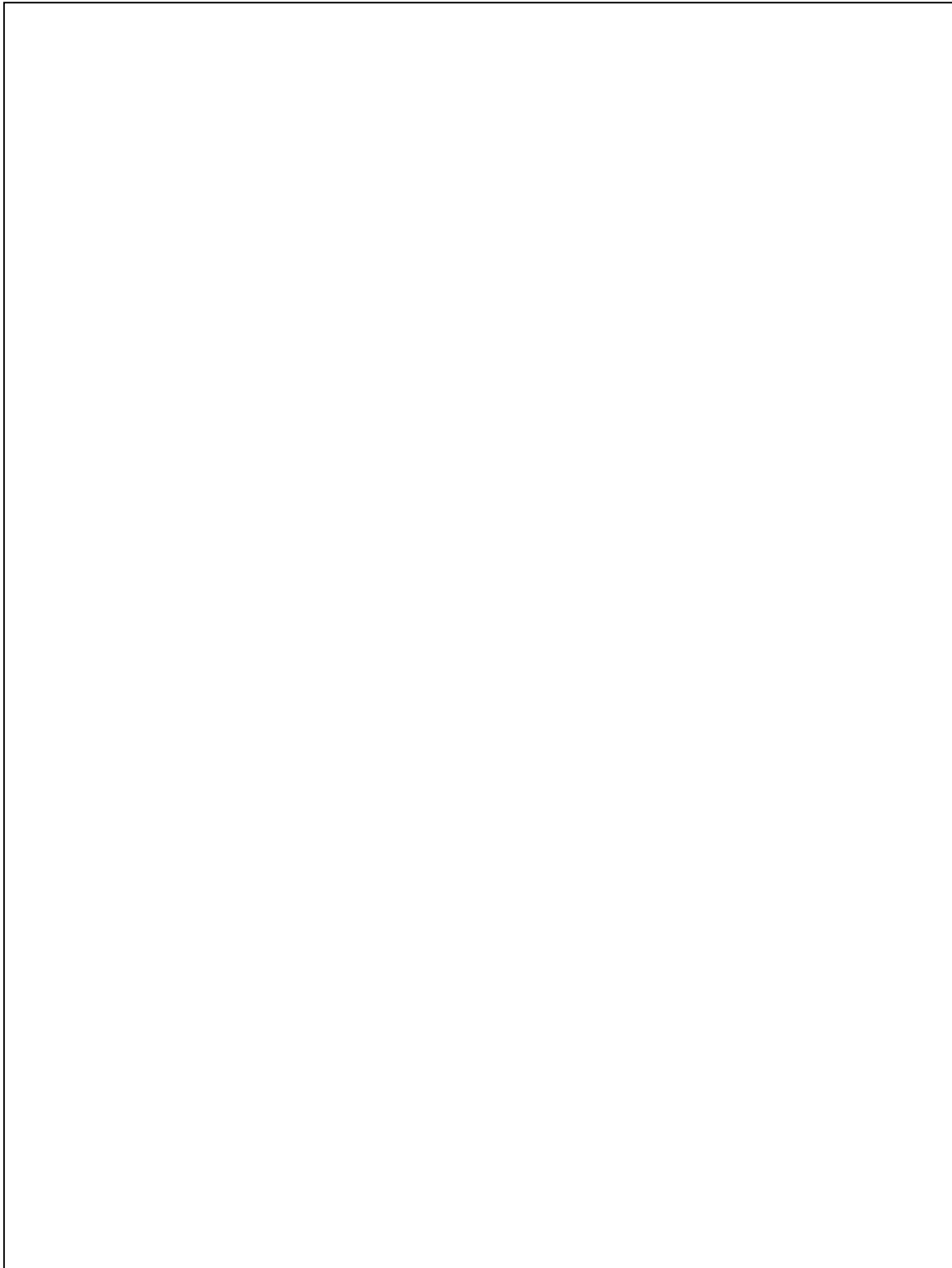
By signature of this Proposal, Vendor covenants and affirms that:

No manager, employee or paid consultant of Vendor is a member of the IDEA Board of Directors or an employee of IDEA.

No manager or paid consultant of Vendor is married to a member of the IDEA Board of Directors,

No member of the _____ is

Attachment G – Conflict of Interest Form CIQ



Revised

Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

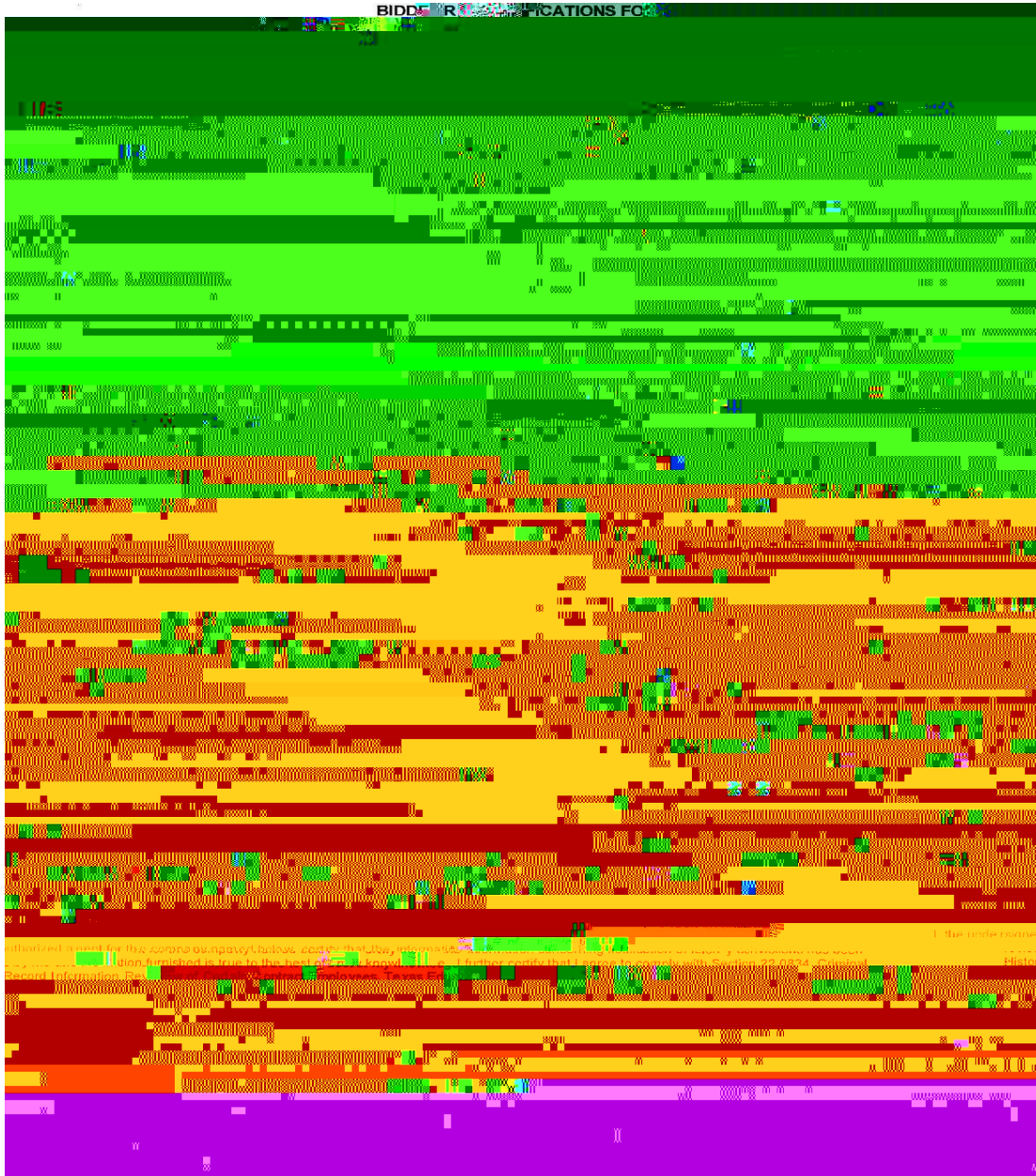
Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment I – Bidder Certification Form



Attachment L – Contract Provisions for Contracts Involving Federal Funds

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 \$150,000 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 1.3 must include the equal opportunity clause provided under 41 CFR 60 1.4(b), in accordance with Executive Order 11246, 1965 Comp., p. 339), as

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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 (40 U.S.C. 3141 3144, and 3146 3148) as supplemented by Department of

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.

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Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants 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. Where applicable, all contracts awarded by the school and the charter districts 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 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.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of contract with a small business firm or nonprofit organization regarding the substitution of parties, to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, agency.
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 contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR
- The Excluded Parties List System in SAM 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.
10. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more 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-

Please complete the information below:

I, the undersigned agent for **Vendor**, certify that [check one]:

None of the employees of Vendor

If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of the employees of Vendor checked, I further certify that:

1. Vendor has obtained all required criminal history and/or fingerprinting record information regarding

END OF IDEA RFP
PACKAGE FOR PROGRAM DEPARTMENT