Request for Proposal
Special Education Services

Date of Issue: May 8, 2017

Proposals to provide Special Education Services for the Rio Hondo Independent School District will be accepted no later than 2:00 p.m. May 29, 2017 by hand delivery or courier delivery at:

Rio Hondo ISD
Business Office
215 W. Colorado St.
Rio Hondo, TX 78583

Proposal submitted by email or facsimile WILL NOT BE ACCEPTED. Proposals received at the RHISD Administration Building after the time and date specified above will not be considered and will be filed unopened.

All questions should be forwarded to Dr. Virginia Miller at vmiller@rhisd.net

SUBMIT ONE ORIGINAL AND TWO (2) COPIES OF PROPOSAL.
Proposals for Special Education Services for the Rio Hondo Independent School District from July 1, 2017 to June 30, 2018 with the District’s option to renew annually on July 1 of each year through June 30, 2021.

The RFP must be signed by an individual authorized to contractually bind the firm submitting the Response. A failure to sign the Response will cause it to be rejected as INCOMPLETE. Responses must give full name and address of Proposer. Person signing the Response should show title or authority to bind his/her firm into a contract.
PROPOSAL FORM (REQUIRED)

By: Ronald De La Garza
Business Manager, Rio Hondo ISD

By signing this document, you represent to Rio Hondo ISD that you are authorized to submit this proposal.

IMPORTANT: A Proposal, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, Proposer agrees to strictly abide by the terms, conditions, representations and specifications set out in the RFP.

Company Name:________________________________________________________

Address: _____________________________________________________________

City: _____________________________State: _____________________________

Zip: ____________________________

Email:____________________________

Phone:____________________________

Fax: ____________________________

By:  ________________________________________
    (Signature)

________________________________________
    (Printed Name)

________________________________________
    (Title)

________________________________________
    (Date)
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RFP SCHEDULE SUMMARY

May 6 & 7, 2017    Legal Advertising for RFP
May 8, 2017       RFP documents released
May 19, 2017       Last day for inquiries and clarifications
May 29, 2017       Receipt of Request for Proposals
June 8, 2017       Board of Trustee Approval

Note:
1. This schedule is preliminary and may be modified at the discretion of the owner.

Questions or requests for clarifications pertaining to this RFP is Dr. Virginia Miller, Assistant Superintendent for special Services, vmiller@rhisd.net 956-748-1000. All questions must be submitted in writing no later than 2:00 pm CST May 19, 2017.

Responses to questions will be posted on the Rio Hondo ISD website by May 22, 2017 by 4:30 p.m. It is the proposers responsibility to check the website for addenda posted prior to submitting responses.

All proposers must execute all the required forms in order for the RFP to be considered complete. The name of the representative on these forms should be the same. All supplemental information required by the RFP Form must be included with the RFP. Failure to provide complete and accurate information may disqualify the Proposer.

If any exceptions are taken to any portion of this RFP, the Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form (See Required Forms), or as a separate attachment to the RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the proposer of the RFP as proposed by the District. The District reserves the right to reject a RFP containing exceptions, additions, qualifications or conditions.

RIO HONDO ISD is exempt from federal excise taxes, state and local sales taxes and use taxes. Do not include these taxes in your Proposal.

RIO HONDO ISD and proposers may enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, RHISD reserves the right to award a contract without discussions/ negotiations. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.

No Proposal may be withdrawn prior to opening of proposals without written request (addressed to the RIO HONDO ISD Business Manager) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of RIO HONDO ISD upon receipt.

Any and all deviations to this competitive solicitation proposed by the bidder must be listed on the Deviation/Compliance Form (See Required Forms).
Rio Hondo Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form – (See Required Forms). The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

Proposals asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their bid must review and complete the Confidential Information Declaration & Copyright Authorization Form – (See Required Forms).

Award/Evaluation of Proposals

a. The Rio Hondo Independent School District reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.

b. The District reserves the right to award to a single proposer, multiple proposers, each line item separately or in any combination it determines to be in its best interest.

c. Responses and offers must remain open for acceptance for a period of thirty (30) days subsequent to the opening of RFPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.

The successful proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the District.

By signing this Request For Proposal, the undersigned proposer affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.

The person whose signature appears on the cover page of this Request For Proposal hereby certifies (by signing this document) that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government's —List of Parties Excluded from Federal Procurement and Non-procurement Programs— published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal.
By signing this Request For Proposal, the proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Request For Proposal, including, but not limited to, copyright and/or patent laws and anti-collusion law.

Failure of proposer to sign their Proposal will render it null and void.

EVALUATION FACTORS

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>POINTS</th>
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<tr>
<td>The purchase price</td>
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<tr>
<td>The reputation of the proposer and of the proposer's goods or services</td>
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<tr>
<td>The quality of the proposer's goods or services</td>
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<tr>
<td>The extent to which the goods or services meet the district's needs</td>
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<tr>
<td>The proposer's past relationship with the district</td>
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<td>The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses</td>
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<tr>
<td>The total long-term cost to the district to acquire the proposer's goods or services For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the proposer or the proposer's ultimate parent company or majority owner: A. has its principal place of business in this state B. employs at least 500 persons in this state</td>
<td>5</td>
</tr>
<tr>
<td>Any other relevant factor specifically listed in the Request for Proposal or Proposals</td>
<td>10</td>
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RIO HONDO ISD TERMS AND CONDITIONS

In submitting a RFP, Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFP between the firm and the District.

ASSIGNMENT The successful Proposer may not assign its rights and duties under an award without the written consent of the District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

TERMINATION RIO HONDO ISD shall have the right to terminate for default all or part of a resulting contract if the firm breaches any of the terms hereof or if the firm becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which RIO HONDO ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

RIO HONDO ISD has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the proposer of a Notice of Termination specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

RIO HONDO ISD may terminate a resulting contract and debar the firm from future bidding for violations of the federal requirements including, but not limited to, Contract Work Hours and Safety Standards Act, and Equal Employment Opportunity Act.

INDEMNIFICATION The RIO HONDO ISD is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction.

REMEDIES The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the RIO HONDO ISD to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Trustees, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator’s fee and any associated filing fee equally. Mediation shall be held in Cameron County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District’s Board of Trustees, signed by the Parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

CHOICE OF LAW This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by,
construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

**JURISDICTION AND SERVICE OF PROCESS** Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Cameron County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court.

**ALTERNATIVE DISPUTE RESOLUTION** Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venues shall be at a location in Cameron County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

**ACTS OR OMISSIONS** The successful proposer will be expected to indemnify and hold harmless the RIO HONDO ISD, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney’s fees and expenses arising out of, or resulting from any acts or omissions of the proposer or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by RIO HONDO ISD and the proposer.

**CONTRACT GOVERNANCE** Any contract made or entered into by the RIO HONDO ISD is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov’t Code. Otherwise, RIO HONDO ISD does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

**PAYMENT TERMS** RIO HONDO ISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel.

Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

a. Invoice is received at the address indicated on the purchase order
b. Pricing on the invoice matches the price on the purchase order
c. Include a description of the goods or services provided, the purchase order number, invoice number and any applicable cash discount.
d. Quantities on the invoice do not exceed those specified on the Purchase Order
e. Unique invoice number used for each billing  
f. Merchandise has been shipped or service performed.  
g. Description of goods and services on the invoice shall match the description on the Purchase Order.

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

Purchase Orders will serve as the award instrument(s) against this Request for Proposal. Orders will be placed as items are approved for purchase and funds become available.

**FUNDING OUT CLAUSE** Pursuant to Texas Local Government Code Sec. 271.903, any Proposal/Offer accepted by RIO HONDO ISD and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel. Funds are presently available for fiscal year 2016-2017. Should the RIO HONDO ISD Board of Trustees not approve funds for this service for subsequent years, any contract resulting from this Request For Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.

**CRIMINAL HISTORY CHECKS** During the term of this agreement, the firm’s employees have the potential to have continuing duties and direct contact with students. Subsequently, the company is responsible for complying with Texas Education Code § 22.0834. Supplier may not commence work until all employees have been approved by the Purchasing Department.

The Rio Hondo Independent School District requires that all individuals who perform services on RHISD property pursuant to this Request For Proposal to have a criminal background check. Prior to the provision of services by any such individual, the proposer shall be responsible for providing to RHISD a criminal background check that was completed and dated within (1) year of the proposed dates of service and that is sufficient to meet the standards determined by RHISD in its sole discretion. Failure to provide an acceptable and up-to-date criminal background check for each individual providing services under this Request For Proposal shall be grounds for immediate termination of any contracts or agreements.

**INSURANCE REQUIREMENTS** The Insurance Requirements in the Required Documents section apply to this Proposal Invitation and any resulting award. The Insurance Certificate is not required to be submitted with this proposal; however, if proposer is to receive an award, the certificate must be submitted to the RIO HONDO ISD Purchasing Office prior to commencement of work on District Property within five (5) days of verbal or written request by the Purchasing Office (whichever is earlier).

**EXCLUSIVITY OF AWARD** Any awards or contracts resulting from this document and the process described herein are not an exclusive award or a guaranteed quantity or volume and the RIO HONDO ISD reserves the right to purchase goods or services described herein from other sources, unless the specifications herein and resulting contract
documents expressly provide to the contrary in which case the contract provision will control for this provision.

**INDEPENDENT CONTRACTOR** It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

**RECORDS** Upon request by RIO HONDO ISD, any duly authorized representative of RIO HONDO ISD shall, until three (3) years after final payment under this Agreement, have access to and right to examine directly pertinent books, papers, documents, accounts, and records of Seller involving transactions related to this Agreement and to examine Seller’s place of business as necessary to determine whether the terms of this Agreement are being carried out. This audit will be conducted at a location where those business documents are being held at the time of the audit request. Seller shall be required to maintain such records for three years after final payment.

**FEDERAL FUNDING** Federal Acquisition Regulation (FAR) contract clauses, which may be required for orders placed using federal funds, are herein incorporated as follows:

a. CFR Title 37: Patents, Trademarks, and Copyrights - Part 401—Rights to inventions made by nonprofit organizations and small business firms under government grants, contracts, and cooperative agreements;


d. Certification Regarding Lobbying- Section 1352, Title 31, U.S. Code

e. Compliance with the Copeland —Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

Education Department General Administrative Regulations
EDGAR

Applicability

34 CFR Part 75 – Direct Grant Programs Applies to grants awarded directly to the District by the USDE or by another federal awarding agency; also applies to subgrants awarded by TEA for a competitive grant that TEA applied for and received

34 CFR Part 76 – State-Administered Programs Applies to all formula grants administered by TEA and to all grants allocated to TEA based on a formula

34 CFR Part 77– Definitions that Apply to Department Regulations Applies to all federal education grants

34 CFR Part 81 – General Education Provisions Act (GEPA) – Enforcement Applies to all federal education grants

34 CFR Part 82 – New Restrictions on Lobbying All federal grants (government-wide)

34 CFR Part 84 – Government-wide Requirements for Drug-Free Workplace Applies to all entities that receive grants directly from the USDE or from any other federal agency. It does not apply to LEAs that only receive funds through TEA or another pass-through agency.

34 CFR Part 86 – Drug and Alcohol Abuse Prevention Applies to IHEs (i.e., colleges and universities) receiving federal funds directly from the U.S. Department of Education (USDE) or any other federal agency

34 CFR Part 97 – Protection of Human Subjects Applies to all research involving human subjects conducted, supported, or otherwise subject to regulation by the USDE or any other federal department or agency that makes it applicable. There are exemptions for certain educational activities.

34 CFR Part 98 – Student Rights in Research, Experimental Programs, and Testing Applies to all federal education grants unless specifically exempted in the regulations

34 CFR Part 99 – Family Educational Rights and Privacy Applies to all entities receiving federal education funds

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Applies to all new federal grants awarded as of December 26, 2014

2 CFR Part 3474 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (adopts 2 CFR Part 200 in its entirety with two minor exceptions) Applies to all federal education grants awarded as of December 26, 2014

2 CFR Part 3485 – Nonprocurement Debarment and Suspension Applies to all entities that receive federal grants, subgrants, and subcontracts (government-wide)
SCOPE OF SERVICES AND PERFORMANCE REQUIREMENTS

Purpose of Solicitation The RIO HONDO Independent School District is seeking qualified entities interested in contracting with the District to provide various special education services as identified below. The award will be for the remainder of the 2016-2017 fiscal year with an option to renew for four additional 12 month periods, for a maximum of five (5) years. These services shall be purchased on an "AS NEEDED" basis, with RIO HONDO ISD making the sole determination of need. Multiple awards are anticipated to provide the district with a variety of resources for needed services. All proposers agree to provide service as required within the time limitations designated by the RIO HONDO ISD (upon receipt of a RHISD Purchase Order).

Specific services requested include:

a. Licensed Psychologists
b. Licensed Specialists in School Psychology,
c. Licensed Physical Therapists, Licensed Occupational Therapists,
d. Physical Therapists Assistants, Occupational Therapists Assistants
e. Visual Impairment Teachers
f. Occupational & Mobility Teacher

Services Requested Services requested include special education related evaluation, consultation, professional staff development, program improvement, and direct services as defined below. Several consultants for each discipline may be selected for the implementation of the program; however, there is no guarantee of the amount of work to be performed. All service providers will be required to provide services district-wide dependent on the needs of the District. This includes but is not limited to all campuses, Special Education Department, Administration Offices, and student homes. Compensation for in-district travel expenses will not be paid to any contractor unless otherwise specifically agreed-upon by District administration and expressly stated in the response to this Request for Proposals.

1. Consulting: Transference of specific knowledge from a professional with wide knowledge of a specific subject in the area of special education. These services may include providing advice to teachers, staff and parents about disabilities and other areas associated with special education trends and issues.

2. Evaluation: A process of collecting information both formally and informally from a number of sources about a specific student. Evaluations may include standardized tests and other measures whose results may lead to determine if a student meets state and federal eligibility criteria as a child with a special education disability. Evaluation reports should include recommendations with the results of all assessment data collected, including dates of direct contact with the student, narrative description of the student, discussion and interpretation of any test scores, and information sufficient to determine eligibility for special education services under the IDEA.
3. Professional Staff Development: Activities to enhance professional career growth for teachers and other educational staff in specific areas related to special education.

4. Program Improvement: The process of assisting special education administrators and other personnel in improving special education programs in the District. Improvement targets may result from advice from professionals with expertise in the areas needing improvement.

5. Direct Services: Services given to students as recommended by their IEP. Examples include therapy and counseling for the educational setting. This may include providing services in the student’s home or school and any off-site work required to adequately serve the assigned student(s).

Service Provider Responsibilities:

a. Comply with all federal, state, and local policies, procedures, and guidelines for determining eligibility for services
b. Provide services based upon best practices in the field
c. Comply with all provisions of the licensing law under which he or she is accountable
d. Provide all required paperwork in a timely manner, including a list of services including the provider, date, type, and length of services provided.
e. Certify that any service professional placed in the District has been cleared through a nationwide criminal background check and fingerprinted.
f. Remove any provider whose background, training, or skills do not meet the standards of the District (as solely determined by the District)  
g. Be expected to be in compliance with all Texas licensing and certification requirements to do business in Texas and provide the described services
h. Be expected to comply with all applicable Federal and State laws related to education of disabled students and the District's policies, practices and procedures in connection therewith
i. Comply with all laws and regulations protecting the rights of privacy and confidentiality of the District's students and personnel
j. Provide transportation to one or multiple schools or departments
k. Services may be provided on a RHISD campus, administration building or at available district sites. Observation of student at their assigned campus and teacher/staff interviews are required for evaluation purposes
l. Contractors must provide their own test kits, protocols, and any printed materials including handouts.
m. Attend meetings which may include but may not be limited to Admission Review Dismissal (ARD)/Individualized Education Program (IEP) committee meetings, staff meetings with school personnel and meetings regarding special education legal issues, including due process hearings and investigations by the Texas Education Agency ("TEA") and Office for Civil Rights ("OCR") for students served by the provider, at District’s request.
n. Provide written reports of disability that meet district, state and federal special education guidelines and reports on recommendations/proposals may be required as stated on Statement of Work. Full and Individual Evaluation and disability reports must contain all necessary components as mandated by law.
o. Attend all trainings and gather necessary resources to submit required documentation as district service provider in compliance for eligible Medicaid reimbursement
p. Provide progress reports and updates regarding each student served as required by the student’s IEP and District policies and procedures.
q. Consult with District and outside personnel including referring healthcare providers, private therapists, and other medical staff regarding the needs of students.

District Responsibilities:

a. Provide audio/visual equipment for presentations (computer/laptop, microphone, etc.) as requested/required.
b. Provide rooms for assessments/evaluations and presentations, as requested/required.
c. Provide copies of handouts for presentations, as requested/required.
d. Provide personnel to consult with, if needed, as requested/required.

Proposal Submission

- Provide a fee structure for Part-time and Full-time services.
- Provide a cover letter including a brief statement of interest, availability and intent to perform services, general qualifications for selection, and signature of an authorized officer of the entity who has legal authority in such matters.
- Provide a completed Service Provider Matrix listed as Exhibit A.
- Provide a copy of professional license for any prospective related service provider
- Provide proof of insurance, if applicable
- Provide a copy of Certificate of Authority to do business in the State of Texas, if applicable
- Provide the education, experience, capabilities, and accomplishments of the key team members who would provide services to RHISD. Include brief resumes of those personnel.

PRICING SHEET

The prices in this proposal have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other offeror or with any competitor. I, or we, are authorized to submit this proposal and have not been a party to any collusion among proposers in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from proposing; or with any RIO HONDO ISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with RIO HONDO ISD’s Purchasing personnel; or in any discussions or actions between proposers and any RIO HONDO ISD...
employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

☐ An individual proprietorship  ☐ A partnership

☐ A corporation chartered under the laws of the State of, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Company Officer: ________________________________

Date: __________________________ Name of Firm: __________________________

Signature: __________________________ Firm’s Address: __________________________

Street Address

Name: __________________________________________

Please Print
City State Zip

Title: __________________________ Phone #: __________________________

Please Print

E-mail: __________________________ Fax #: __________________________

Fed ID #: __________________________

<table>
<thead>
<tr>
<th>COMPANY NAME:</th>
<th>Services Per Unit $(1/4 hr)</th>
<th>ARD Attendance Per Occurrence</th>
<th>Evaluations per Occurrence</th>
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<tbody>
<tr>
<td>Licensed Psychologists</td>
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<tr>
<td>Licensed Specialists in School Psychology</td>
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<tr>
<td>Licensed Physical Therapists</td>
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<td>Licensed Occupational Therapists</td>
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<td>Visual Impairment Teachers</td>
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<td>Occupational &amp; Mobility Teacher</td>
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Please provide proposed pricing for the services requested. The District requires full disclosure of any/all pricing to include any “hidden” or “additional charges”. The District will not be liable for hidden costs or additional charges not disclosed.

a. Flat Daily Rate - Which will include the provision of all services required including but not limited the provisions provided in this document. Please provide details as to what specifically the daily rate includes.

b. Flat Hourly Rate - Which will include the provision of all services required including but not limited the provisions provided in this document. Please provide details as to what specifically the hourly rate includes.

c. Specific Cost per service:

Price for Direct Therapy/Service: _____________________________
Per hour / per student / other _____________________________

Price for Consultative Therapy/Service:
Per hour / per student / other _____________________________

Price for Supervision of Staff:
Per hour / per student / other _____________________________

Price for Evaluation & Written Report: ____________each evaluation and report.
Price for Development or Amending of Student IEP's: ____________ each IEP.
Price for Attending or Conducting ARD Meetings: ____________each meeting.
Price for Completion of Medicaid Paperwork: ______per completion of forms.
Price for providing inservice: _____________________________.
Price for providing in home training: ____________________________.
The cost/pricing presented on this **PROPOSAL PRICING FORM** are all inclusive to provide services identified in the solicitation document.

Please provide at least three (3) references from other school districts for which you have provided or currently provide similar services as requested in this RFP. Please print information clearly. Incomplete references will not be considered and may affect your proposal status.
EXHIBIT A
INSURANCE REQUIREMENTS

This applies to Special Education Services provided by licensed or certified individuals, such as Consultants, Diagnosticians, Therapists, etc. A certificate of insurance providing professional liability may be required at $1,000,000.

COMMITMENT TO PROVIDE INSURANCE
AFFIDAVIT
SPECIAL EDUCATION SERVICES

By submitting a proposal response and signing below I affirm the following: I am aware of all costs to provide the required insurance, and understand that I may be required to provide insurance, and may do so pending contract award, and may provide a valid insurance certificate meeting all requirements within ten days of notification of award, if requested and required by the District.

If the above ten day requirement is not met, Rio Hondo ISD Purchasing Department has the right to reject this proposal and award the contract to the next firm meeting all requirements. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, Purchasing Department at (956) 748-1000.

Proposers Signature __________________________ Date: __________________________
EXHIBIT B

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Per Title 34, Code of Federal Regulations, 80.35, “Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

(Before completing certification, read the instructions below.)

Please check one choice below:

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

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

_____________________________________________________________________________________
Organization Name

_____________________________________________________________________________________
Name and Title of Authorized Representative

_____________________________________________________________________________________
Signature                                                                                                                                  Date

Instructions For Suspension/Debarment Certification Statement

1. By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.

2. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.
EXHIBIT C
FELONY CONVICTION NOTIFICATION

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

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

This notice is not required of a Publicly-Held Corporation.

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

Vendor’s Business Name

Authorized Company Official’s Name (Printed)

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

Signature of Company Official:

Date Signed:

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

Signature of Company Official:

Date Signed:

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (printed name and general description of type of felony or felonies):

1. ____________________________________________________________
2. ____________________________________________________________
3. ____________________________________________________________
4. ____________________________________________________________

Signature of Company Official:

Date Signed:
EXHIBIT D
NON-COLLUSION STATEMENT

__________________________________________, being first duly sworn, deposes and says this:

(1) He is ______________________________ of __________________________,
    (a partner or officer) (the firm of, etc.)

the Respondent who has submitted the attached Proposal.

(2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) The Proposal is genuine and is not a collusive or sham response.

(4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with another Respondent, firm or person, to submit a collusive or sham. Response in connection with the Contract Documents for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract Documents, or has in any manner, directly or indirectly, sought by agreement or collusion, or communication or conferences, with any other Respondent, firm or person to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the District or any person interested in the proposed Contract Documents; and,

(5) The price or prices which are offered in connection with this Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

    (Respondent’s Business Name): ______________________________

    (Respondent’s Representative Signature) ______________________________

    (Respondent’s Representative Title) ______________________________

Subscribed and sworn to before me on this _____ day of ____________________, 2016.

__________________________________________
NOTARY PUBLIC, STATE OF TEXAS
EXHIBIT E
CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically, by the Proposer that is awarded the Contract, with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and delivered to the District with the executed contract)

District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits the District from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the District at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

“Interested Party” means a person:
   a) who has a controlling interest in a business entity with whom District contracts; or
   b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

“Business Entity” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

An Interested Party has a “Controlling Interest” in a business entity if the person:
   a) has an ownership interest or participating interest in the business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
   b) has membership on the board of directors or other governing body of the business entity of which the board or other governing body is composed of not more than 10 members; or
   c) serves as an officer of the business entity and the business entity has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers.

The Proposer that is awarded this Contract must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The Proposer must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. The Proposer must then print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be submitted to the District at the time the Proposer executes the contract.

The District will then acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract.
CIQ INFORMATION

In accordance with Texas Statute (HB 914), effective January 1, 2006, a person or entity who contracts or seeks to contract with the Rio Hondo Independent School District (RHISD) for the sale or purchase of property, goods, or services (as well as agents of such persons hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire (CIQ) with the Purchasing Department. Each covered person or entity who seeks to or who contracts with RHISD is responsible for complying with any applicable disclosure requirements as noted in the various paragraphs/sections of the CIQ.

The conflict of Interest Questionnaire (CIQ) must be filed:

No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity or application, response to a request for proposal or bids, correspondence, or another writing related to a potential agreement with a local governmental entity (school district).

The Vendor shall file an updated completed questionnaire with the appropriate Purchasing Administrator no later than September 1 of the year in which an activity described in Section 176.006(a), Local Government Code, is pending, and not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

Note: A vendor is not required to file an updated completed questionnaire in a year if the person has filed a questionnaire on or after June 1, but before September 1, of that year.

Completed CIQ form should be included with bid documents and sent to:

Rio Hondo ISD Business Office
Attn: Accounting Department
215 W. Colorado St. Rio Hondo, TX 78583

Local government officers of the Rio Hondo Independent School District can be viewed at: http://www.riohondoisd.net/, under School Board.
CONFLICT OF INTEREST QUESTIONNAIRE
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.

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)(E), excluding gifts described in Section 176.003(a-1).

7. Signature of vendor doing business with the governmental entity

   Date

Form provided by Texas Ethics Commission
www.ethics.state.tx.us
Revised 11/30/2015
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); and

(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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015
EXHIBIT F
CONFIDENTIALITY DECLARATION FORM

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUEST FOR RIO HONDO ISD IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal as confidential information and not subject to disclosure pursuant to Chapter 552 Tex. Gov’t Code or other laws, you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a coversheet to said materials and place this completed form and the copied materials in a separate envelope and include the confidential materials envelope with your proposal submission. (The envelope will not be opened unless a Public Information Request is made. You must include the confidential information in the submitted proposal as well. The copy in the envelope is to show RHISD which material in your proposal you deem confidential only in the event of a Public Information Request.) You must place the following wording that is between the dotted lines on the outside of the envelope containing the copies of the confidential materials. You may copy, complete and affix the following form to the envelope containing the copies of the confidential materials. Rio Hondo ISD will follow procedures of controlling statute(s) regarding any claim of confidentiality. Pricing of solicited products or service may be deemed as public information under Chapter 552 Tex. Gov’t Code.

This envelope contains material for our proposal that I classify and deem confidential under Tex. Gov’t Code § 552 and I invoke my statutory rights to said confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name and Signature of authorized company officer claiming confidential status of material

Address     City   State   Zip   Phone

ENCLOSED ARE COPIES OF ____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR RESPONSE TO RFP

Express Waiver: I desire to expressly waive our claim of confidentiality of any information contained within our response to the competitive procurement process by completing the following and submitting this sheet with our response RIO HONDO ISD procurement process (e.g. RFP, CSP, Bid, RFP, etc.).

Name of company expressly waiving confidential status of material

Printed Name and Signature of authorized company officer claiming confidential status of material

Address     City   State   Zip   Phone