



Cluster XII Special Education Cooperative
318 Berry Ranch Road
Pearsall, TX 78061
830-334-8001 fax 830-334-8611

James Angst, Sp Ed Director - ext 1130 Odilia Morales, Administrative Assistant – ext 1132 Laury Acosta, Bookkeeper – ext 1131

Dear Proposer:

Cluster XII Special Education COOP with fiscal agent Pearsall Independent School District, Pearsall, Texas, is requesting proposals for **SPEECH/LANGUAGE PATHOLOGY SERVICES FOR SPECIAL EDUCATION**. Cluster XII Special Education COOP Director of Special Education will consider and evaluate all proposals meeting specifications.

Interested companies are invited to submit proposals to be received not later than **3:00 p.m. Central Standard Time, August 23, 2018** to the Cluster XII Special Education COOP in accordance with this Request for Proposals and the following attachments which are incorporated herein and made a part thereof:

- A. Proposal Requirements
- B. Requirements and Features
- C. Company Support and Services
- D. Time Requirements
- E. Evaluation Criteria
- F. RFP Submission
- G. Request for Clarification and/or Modification to the RFP
- H. Right to Reject
- I. Extension of Contract
- J. Non-appropriation of Funds
- K. Right To Terminate Contract
- L. Area of Consulting Services
- M. References
- N. Signature Page
- O. Hold Harmless
- P. Conflict of Interest

RFP #101 is a request for **SPEECH/LANGUAGE PATHOLOGY SERVICES FOR SPECIAL EDUCATION**. Contracts will be awarded to the companies/individual(s), based on all responses, applying all criteria and oral interviews if necessary, is determined to be the best qualified company to provide the required support and service. This proposal may be awarded to multiple vendors.

Proposals must be submitted to Cluster XII Special Education COOP **on or before 3:00 p.m., Thursday, August 23, 2018, without exception**, at the following address:

ATTN: James Angst, Director of Special Education
Cluster XII Special Education COOP
Pearsall ISD
318 Berry Ranch Road
Pearsall, TX 78061

To assure that your sealed proposal arrives at the proper place on time and to prevent opening by unauthorized individuals, your proposal must be identified on the envelope or wrapper as follows:

**RFP #101 - SPEECH/LANGUAGE PATHOLOGY SERVICES
FOR SPECIAL EDUCATION**

DUE DATE: 3:00 p.m., THURSDAY, August 23, 2018

ATTN: Director of Special Education, Cluster XII Special Education COOP

Your response to information requested in the enclosed Request for Proposal, including related cost data and any supporting documentation, will be used to make the final selection. Your written proposal will be the primary communication of your qualification to serve us.

Please email your proposal. This will ensure you are emailed the questions/answers received regarding this proposal. **If you have any questions regarding this RFP, or require additional information not contained in the proposal specifications, please direct inquires in writing by U.S. mail, e-mail or facsimile to:**

James Angst, Director of Special Education
Cluster XII Special Education COOP
318 Berry Ranch Road
Pearsall, TX 78061
E-mail: jim.angst@pearsallisd.org
Facsimile: 830-334-8611
Phone: 830-334-8001 x1132

Questions must be received no later than noon, **Thursday, August 23, 2018**. Requests for clarification or questions received after the deadline will not be addressed.

SECTION A - PROPOSAL REQUIREMENTS

The successful proposal will be attached and made part of the contract. The technical presentation of the proposal should be specific and complete in every detail. To enhance comparability and to facilitate evaluation, all proposals must be organized and submitted in the format exhibited below:

1. Section 1 - Letter of Transmittal

The letter of transmittal may be tailored to fit individual preferences, but must contain the following information:

1. A brief understanding of consulting services submitted by your company.
A positive commitment to provide the support services.
The names of persons authorized to represent the Company, their title, address and telephone number.

2. Section 2 - Table of Contents

The Table of Contents of the proposal must include a clear and complete identification of the materials submitted by section and page number.

3. Section 3 - Introduction

This section will contain an introduction of the proposer and will not exceed three pages.

4. Section 4 - Services and Support

This section will contain detailed descriptions and examples of the particular consulting services being offered by the proposer. All COOP requirements and features listed in Sections B and C should be addressed and clarified in this section. If there are other types of consulting services offered by proposer which are not covered in the proposal, please submit the types of services and certifications of personnel on an additional page. All options should be included in this section.

5. Section 5 - Experience in Similar Projects

This section will describe experience in similar projects and specifically in the public education field. It should include references with names, addresses and telephone numbers of school districts or governmental entities for which the proposer has provided **SPEECH/LANGUAGE PATHOLOGY Services for Special Education**.

6. Section 6 - Pricing

This section will provide a detailed list of all cost associated with **SPEECH/LANGUAGE PATHOLOGY SERVICES FOR SPECIAL EDUCATION** and must include all costs to the COOP. Any optional services must be included in this section. Because services will be provided throughout the school year, prices must be firm for one year from September 1, 2018 through August 31, 2019

SECTION B- SERVICE REQUIREMENTS AND FEATURES

Cluster XII Special Education COOP is seeking proposals from interested companies/individual(s) for **SPEECH/LANGUAGE PATHOLOGY SERVICES FOR SPECIAL EDUCATION**. However, the COOP guarantees no dollar amounts and Cluster XII reserves the right to reject any and all proposals submitted and re-solicit as necessary. Cluster XII reserves the right to terminate the services of the selected vendor at any time if not satisfied with the vendor's performance. Cluster XII will consider and evaluate all proposals meeting specifications.

GENERAL PROPOSAL REQUIREMENTS:

- Provide SPEECH/LANGUAGE PATHOLOGY Services as determined by the Cluster XII Special Education COOP's Special Education Department, including but not limited to assessment, attendance and participation in ARD/IEP team meetings, and direct therapy services to students. (estimated need of 2 SLP,CCC)
- Proposed price for services is to include all costs to the COOP.
- Proposal price should be listed by fee per hour or a range of fees for a specific contracted time. Final price will be negotiated at the time of contract when consulting services are finalized between COOP and proposer.
- Include all specialized licenses, certifications, or other documentation that support qualifications of proposer. Failure to submit copies of licenses, certifications or other required documentation could result in the disqualification of the proposal.
- During the 2007 session, the Texas Legislature enacted Senate Bill 9, which contains new security requirements. Included in these new requirements is Section 22.0834 of the Texas Education Code. Section 22.0834 requires any consultant contracting with a school district after January 1, 2008 who will (1) perform continuing duties related to the contract, and (2) has or will have direct contact with students must submit a national criminal history record review, including fingerprinting prior to starting work. Cost of fingerprinting is the responsibility of consultants/companies contracting with the school district.
- Contractor shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Proposer, its officers, agents or employees, in performance of contract.
- **Official certification of consultants must be included in proposal.**

- **INSURANCE REQUIREMENTS**

Individual:

Automobile Liability

Bodily injury \$25,000 person/\$50,000 group

Property damage \$25,000

General Liability \$1,000,000 minimum

Any additional requirements as mandated by statutory law.

The insurance limits set are the minimum coverage as required by the State of Texas.

A copy of insurance certificate must be included in proposal submission listing COOP as an additional insured.

Company:

General Liability \$1,000,000 minimum

Automobile Liability

Bodily injury \$100,000@person/\$300,000@accident

Property damage \$100,000 or
\$500,000 combined single limits

SECTION C - COMPANY SUPPORT AND SERVICE

Companies should submit information defining company support and services under the following specifications:

- Experience with other public education or governmental entities
- Customer support – personal account representative. The company must provide support, training, and service either directly or through third-party resellers or support companies/organizations

SECTION D - TIME REQUIREMENTS

Time for Proposal Submission:

☞ On or before 3:00 p.m.

Date for Proposal Submission:

* Not later than Thursday, August 23, 2018

Proposed Date of Contract Award:

August 27, 2018

SECTION E - EVALUATION CRITERIA

The Director of Special Education and appropriate District departments will carefully review the proposed costs and fees associated with **SPEECH/LANGUAGE PATHOLOGY SERVICES FOR SPECIAL EDUCATION**. It is not the policy of the Cluster XII Special Education COOP or Pearsall Independent School District to purchase on the basis of low proposals alone. Quality and suitability to purpose being controlling factors, it is understood that the purchaser reserves the right to arrive at such by whatever means may be determined. The following criteria shall be used to evaluate each proposal:

- i. Purchase price
- ii. Reputation of vendor and of the vendor's goods or services
- iii. Quality of vendor's goods or services
- vi. Extent to which the goods or services meet the district's needs
- v. Vendor's past relationship with the district
- vi. Impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
- vii. Total long-term cost to the district to acquire the vendor's goods and services
- viii. Any other relevant factor specifically listed in the request for bids or proposals

SECTION F - RFP SUBMISSION

Submit an original and/or electronic version, **#101 SPEECH/LANGUAGE PATHOLOGY SERVICES FOR SPECIAL EDUCATION**.

SECTION G - REQUEST FOR CLARIFICATION AND/OR MODIFICATION OF THE RFP

The "Request for Proposal" document can only be modified in writing. Proposers may submit requests for clarifications and/or modifications to the proposal document until noon, Friday, August 24, 2018.

SECTION H - RIGHT TO REJECT

Cluster XII Special Education COOP of Pearsall, Texas, reserves the right to reject any and all proposals submitted and to request additional information from all proposers. The contract award will be made to the company who, based on the evaluation of all responses, applying all selection criteria and oral interviews, if necessary, is determined to be the best qualified to provide SPEECH/LANGUAGE PATHOLOGY services.

SECTION I - CONTRACT EXTENSION

Cluster XII Special Education COOP reserves the right to extend this contract under the same requirements, duties and responsibilities, with the approval of the successful proposer(s), for two (2) additional one-year contracts.

SECTION J - NONAPPROPRIATION OF FUNDS

In the event funds are not appropriated by the Cluster XII Special Education COOP's governing body in any fiscal period for payments due under **RFP # 101, SPEECH/LANGUAGE PATHOLOGY SERVICES FOR SPECIAL EDUCATION**, then the Director of Special Education, or their designee, will immediately notify the successful proposer(s) of such occurrence and this contract shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to COOP of any kind whatsoever, except as to the portions of the contract or other payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

SECTION K - RIGHT TO TERMINATE CONTRACT

This contract may be terminated by either party **with thirty days written notice** for failure to fulfill the terms of the contract or non-compliance with the terms of the contract.

SECTION L - AREA OF CONSULTING SERVICES

Copies of certifications, special licenses or other documentation included? Yes No

SECTION M - REFERENCES

Please provide references and company information on this page and **return with your proposal.**

References:

<u>Company</u>	<u>Contact Person</u>	<u>Phone Number</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

**CLUSTER XII SPECIAL EDUCATION COOP
PEARSALL INDEPENDENT SCHOOL DISTRICT
318 Berry Ranch Road
Pearsall, Texas 78061**

**RFP #101- SPEECH/LANGUAGE PATHOLOGY SERVICES
FOR SPECIAL EDUCATION**

SECTION N - RFP SIGNATURE PAGE

Please provide requested signatures on this page and return with your proposal.

This proposal will be governed in accordance with all the right and remedies as set forth by the Uniform Commercial Code (UCC), and adopted by the State of Texas.

The undersigned certifies that the firm and/or principals of the firm (check one) are___/are not ___currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the District of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Also, pursuant to the State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, the undersigned affirms this firm is___/is not___ owned or operated by anyone who has been convicted of a felony. This statement is not required of a publicly held corporation.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening to this bid.

Name of Company _____

Name of Representative _____
(Type or Print)

Authorized Signature _____

Title _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Date _____

Email _____

SECTION O - HOLD HARMLESS

HOLD HARMLESS AGREEMENT

THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH PROPOSAL

The contractor shall defend, indemnify, and save whole and harmless the Independent School District and all of its officers, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of contractor or any agent, employee, subcontractor or supplier of contractor in the execution or performance of this contract, **RFP #101, SPEECH/LANGUAGE PATHOLOGY SERVICES FOR SPECIAL EDUCATION .**

This hold harmless agreement shall be binding upon the undersigned and his heirs and assigns.

DATED this _____ day of _____, 201_____.

Signature

Printed Name

Company

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 201_____.

[NOTARY'S SEAL]

Notary Public, State of Texas

My Commission Expires _____

SECTION P- CONFLICT OF INTEREST DISCLOSURE

THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSAL

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p style="text-align: center;">OFFICE USE ONLY</p> <p>Date Reviewed</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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 the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p>_____ Signature of person doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

Adopted 06/29/2007

Conflict of Interest Questionnaire Instructions:

1. Please print the individual or business name that has a business relationship with the local government entity (Pearsall ISD).
2. Check this box if this is an update to a previously filed questionnaire. If this is the first CIQ to be completed, skip this step and go to step 3.
3. Please print the name of the local government officer with whom filer has employment or business relationship if one exists. In this case, local government officer refers to the Pearsall ISD Superintendent of Schools or any school board members as listed here:

Superintendent of Schools: Esthela Rodriguez-Allison

School Board Members:

Sylvia Rodriguez, President

Dr. Oscar Garza, Vice-President

Rochelle Camacho, Secretary

George Cabasos, Member

Louisa Martinez, Member

Marco Reyes, Member

Alamar E. Grander, Member

If a relationship does not exist with any of the above school district officials, please print "None" or "N/A". Skip to step 4.

3. A, B, C, & D must be completed for each officer named on number 3.
4. Signature of person doing business with Cluster XII Special Ed COOP/Pearsall ISD and date.

To: Vendor
From: Pearsall ISD
Debbie Kloth, Business Manager
Date: May 16, 2016
Re: Conflict of Interest Notice

As per House bill 914 and required by chapter 176 of the Texas Local Government code, it is required that a Conflict of Interest Notice is filed by each vendor doing business with a school district. The attached questionnaire serves to notify Pearsall ISD if a conflict of interest exists as detailed in Texas Local Government code Section 176.006(a).

Enclosed are instructions for completing the form. If you have any questions, please call our business office at (830)334-8001. Upon completion, you may return the form by mail to the Pearsall ISD Accounts Payable Department at 318 Berry Ranch Rd. Pearsall, TX 78061 or fax it to (830)334-8007.

Thank you.

· Page 2

Conflict of Interest Questionnaire Instructions:

1. Please print the individual or business name that has a business relationship with the local government entity (Pearsall ISD).
2. Check this box if this is an update to a previously filed questionnaire. If this is the first CIQ to be completed, skip this step and go to step 3.
3. Please print the name of the local government officer with whom filer has employment or business relationship if one exists. In this case, local government officer refers to the Pearsall ISD Superintendent of Schools or any school board members as listed here:

Superintendent of Schools: Dr. Nobert Rodriguez

School Board Members: Marco Reyes, President

Louisa Martinez, Vice-President

Sandra Waldrum, Secretary

Rochelle Camacho, Member

Eric Fletcher, Member

Lionel Gandara, Member

Tomas Navarro, Member

If a relationship does not exist with any of the above school district officials, please print "None" or "N/A". Skip to step 4.

3A, B, C, & D must be completed for each officer named on number 3.

4. Signature of person doing business with Pearsall ISD and date.

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

FORM CIQ

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

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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

Date Received

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

7

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

Signature of vendor doing business with the governmental entity Date

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

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.)

2

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

Name of Officer

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.

4

6

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.

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);

(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.