REQUEST FOR QUORATIONS (RFQ) FOR
SPECIAL EDUCATION SERVICES FOR
YES PREP PUBLIC SCHOOLS

YES Prep Public Schools is seeking the professional services of qualified firms to provide Special Education Services. Quotations based on the project and timeline must be received no later than 2:00PM Friday August 6, 2021 at 5515 South Loop E FWY STE B, Houston, TX, 77033.

Do Not Fax Proposals. Proposals, one (1) original and one (1) digital copies (USB or external hard drive), will be received by the District at the address shown below until 2:00PM Friday August 6, 2021 in time for delivery before the closing date or can emailed to alexandra.trevino@yesprep.org.

Attn: Alexandra Trevino, Director of SPED Evaluation
YES Prep Public Schools
5515 South Loop E FWY STE B,
Houston, TX, 77033
Ph: +1 (713) 967-9803
Email: alexandra.trevino@yesprep.org

Respondents are not permitted to contact (by means of any communication) YES Prep staff or other persons affiliated with) YES Prep for any reason before, during, or after the selection process. Any or all contacts shall be only for the express purpose of clarifying the specifics of the RFQ and shall be directed to the name and address mentioned above.

Note: Estimated purchase total, the aggregate dollar amount, is higher than the micro-purchase threshold ($10,000) but does not exceed the simplified acquisition threshold ($250,000).
SELECTION PROCESS

YES Prep reserves the right to reject any or all quotations submittals without the necessity of stating any reason therefore.

A selection committee will be established by YES Prep to review, evaluate the qualifications submitted and rank the qualifications based upon the submittals based upon the following criteria:

40% Cost Total Cost to YES PREP

15% Education Project Experience:

15% Proposed Personnel & Available Resources to Complete Project (s):

15% References of the Firm

15% Meeting District’s Overall Needs

100 – Total Score
SCORING MATRIX

40% Cost Total Cost to YES PREP

15% Education Project Experience:
- Provide a list of five most recent local projects on which your firm has provided for same or similar services.

15% Proposed Personnel & Available Resources to Complete Project (s):
- These criteria would include the analytical, design tools, personnel, resources, or methodologies commonly used by the firm that may be applicable to the projects.

15% References of the Firm
- Complete form in the attachment package and provide names and contact information for professional references.

15% Meeting District’s Overall Needs
- technical approach, security requirements, operability, and accessibility

100– Total Score

Vendors scored 70pts and above will be added to YES Prep qualified vendor pool.
SCOPe OF WOrk

The following demonstrates a list of wide-ranging services YES Prep intends to procure through this RFQ, however it is not all inclusive.

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PRICES

All prices in Vendor’s proposal shall be firm for the Term of the Agreement. Unit prices shall include shipping/freight/inside delivery and installation charges to all HPS locations.

All price changes shall be presented to YES Prep for acceptance or rejection by YES Prep, in its sole discretion, using the same format as was accepted in Vendor’s original proposal; all price changes for goods and/or services provided under this Agreement must be approved, in writing, by YES Prep prior to taking effect. The following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors’ impact (if any).

The Price Proposal must include separate line items (for the services listed services in the scope of work. Please describe the requirements of the Price Proposal (rates, hourly rates lump sum, price per deliverable etc)

A. REQUIREMENTS

1. The service provider shall provide a brief overview of the history, philosophy and capacities of services provided.
2. The service provider shall provide three reference letters from its current clients for work similar to what is requested through this RFQ, and any additional services proposed. YES Prep Public Schools reserves the right to review Better Business Bureau ratings and request credit reference checks.
3. If a contract is awarded, the detailed monthly invoice shall include the following items:
   • Date of service;
   • Type of service and description of service; and
   • First name and initial of last name of the student(s) services provided; and
   • Amount of time spent on the service; rounded to the nearest one quarter (1/4) hour increment or as otherwise described on the “Cost Summary” listed at the line items.

B. WORK SPECIFICATIONS

Services:
Both parties agree that the scope of Service Provider’s responsibility, as set forth in this Agreement, is not limited to contracting with and/or otherwise supplying the services to YES Prep Public Schools’ students described in this package. However, Service Provider shall obtain prior written consent from YES PREP for any changes in work schedule, or to provide more Services than authorized herein.
Duties of Service Provider:

a) The services provided by Service Provider will be consistent with YES PREP available facilities, Service Provider’s professional judgment, applicable federal and state laws, and policies, procedures and standards established by Agency.

b) Provider shall maintain adequate and current records for each individual student provided services under this Agreement, in the manner required by YES PREP and in accordance with applicable federal and state law.

Additionally, Agency, the United States Department of Education, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of Provider that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.

c) Service Provider or its employees or agents shall remain licensed and/or certified by and in good standing with the State of Texas in the performance of the Services provided herein during the term of this Agreement. Service Provider shall provide YES PREP with copies of said license(s) and/or certificates prior to beginning performance of this Agreement. Service Provider shall immediately notify YES PREP of any changes to same.

d) Provider agrees that before it is permitted in the YES PREP school facilities while students are present, it must ensure its employees, contractors or agents are fingerprinted and/or have their respective backgrounds checked performed in accordance with Texas law. If any of Service Provider’s employees, contractors or agents are determined to be ineligible to work at a Texas public school, Service Provider will not assign them to the agency and they will not provide services under this Agreement. Service Provider shall bear the actual cost of any initial fingerprinting or background check, and Service Provider shall annually thereafter provide YES PREP with a copy of a national criminal background check, when required by law. YES PREP has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by YES PREP pursuant to Texas law.

e) All services provided shall be rendered in accordance with YES PREP policies and procedures and applicable state and federal law. Provider must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule by signing “Debarment or Suspension Certificate” in the Attachment Package.

f) Service Provider shall be solely responsible for the costs and expenses pertaining to any and all continuing education courses, license or certification requirements, professional seminars or conferences, and other professional development activities, as required for the industry or required to perform the services under this Agreement.
g) Upon termination of this Agreement, Service Provider will return to YES PREP all student records, documentation, and other items that were used, created, or controlled by Service Provider during the term of this Agreement.

h) Provider shall not provide private services to any YES PREP student receiving similar services under the terms of this Agreement unless such services have been mutually agreed to by YES PREP and Service Provider.

i) Service Provider will maintain all tools, supplies and equipment necessary to provide services required under this Agreement.

j) Service Provider will provide services consistent with the highest degree of care, and shall comply with all medical and ethical requirements imposed by the Texas Education Agency, or any other applicable regulatory or licensing agency, and shall comply with requirements of the Texas Education Agency, U.S. Department of Education Office of Civil Rights, and Agency pertaining to student evaluations and services.

k) Service Provider is responsible for establishing days and hours for the rendering of services within YES PREP hours of operation, legal requirements, student or faculty needs, and other time constraints as may apply to each assignment or task; however, the date, time and place of such services will be coordinated so as to meet the legal requirements and educational needs of YES PREP and its students being serviced, and so as not to interfere with YES PREP educational program, services or at dates, times and places which would inconvenience YES PREP as determined by YES PREP.

l) Service Provider will keep records of services provided to students as part of their IEPs (i.e., “related services”). Routinely, provider will enter this information into an electronic system provided by the YES PREP in order to keep records electronically and to bill Medicaid for services if applicable. It will be the Service Provider’s responsibility to enter the service logs to the system outside of the service hours to students.

m) Service Provider will address all areas of a Full and Individual Evaluation (FIE) when contracted to complete an FIE. Provider will also address all suspected disabilities in one FIE (e.g., provider will not provide separate reports for SI and ED for a student assessed for both disabilities). YES PREP will not accept, nor will it pay for, FIE’s that address only some portions of an FIE. YES PREP will not accept, nor will it pay for, FIE reports that do not include all suspected disabilities. YES PREP will not accept, nor will it pay for, FIE’s that require the reader to refer to another report to obtain information (e.g., “see report dated XX/XX/XXXX”).

n) Service Provider will write FIE reports in an electronic system assigned and provided by the YES PREP.
a) YES PREP will furnish Service Provider with access to students, student records, and workspace necessary to provide Services.

b) YES PREP will provide additional support services as needed at the discretion of YES PREP.

c) YES PREP will notify Provider of any issues or concerns with respect to Service Provider’s provision of Services.

d) YES PREP will provide training (online, webinar, and/or face-to-face) to Provider in order to access and utilize the YES PREP electronic system for service logging and writing FIE reports.

RESPONDERS ARE REQUIRED TO SUBMIT THE FOLLOWING ITEMS AS ATTACHMENTS TO THE PROPOSAL

1- Letter of interest- a cover letter which shall include a brief statement of interest, availability, and intent to perform services; general qualifications for selection; and describe what makes your firm uniquely qualified to perform Special Education Services, including any superior qualities; and signature of an authorized officer of the Firm who has legal authority in such matters.

2- A brief overview of agency history, philosophy and capacities

3- Personnel qualifications - the names and qualifications of personnel proposed for the Qualification Statement. Also include the education, experience, capabilities, and accomplishments of the team members who would be assigned to perform services for HPS. Include brief resumes (1 page or less) of these individuals as well as, any licenses or certifications that they currently hold. All service providers must hold current licenses as required by the State of Texas.

4- PRICE LIST (CAN BE FOUND IN THE RFQ ATTACHMENT PACKAGE)

The Price Proposal must include separate line items (for the services listed below Describe the requirements of the Price Proposal (rates, hourly rates lump sum, price per deliverable etc)
RFQ ATTACHMENT PACKAGE
### PRICE PROPOSAL

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|        | Other: |

|        | OTHER EVALUATIONS |
|        | Functional Behavior Assessment + Behavior Intervention Plan (FBA/BIP) |
|        | Counseling Evaluation |
|        | Dyslexia Evaluation |
|        | In Home/Parent Training Evaluation |
|        | Other: |
REFERENCE FORM

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

1- Company Name: ____________________________
   Contact Person: ____________________________ Title: ____________________________
   Address: ____________________________ City: ____________________________
   State/Zip Code: ____________________________ E-mail: ____________________________
   Telephone Number: ____________________________

2- Company Name: ____________________________
   Contact Person: ____________________________ Title: ____________________________
   Address: ____________________________ City: ____________________________
   State/Zip Code: ____________________________ E-mail: ____________________________
   Telephone Number: ____________________________

3- Company Name: ____________________________
   Contact Person: ____________________________ Title: ____________________________
   Address: ____________________________ City: ____________________________
   State/Zip Code: ____________________________ E-mail: ____________________________
   Telephone Number: ____________________________

4- Company Name: ____________________________
   Contact Person: ____________________________ Title: ____________________________
   Address: ____________________________ City: ____________________________
   State/Zip Code: ____________________________ E-mail: ____________________________
   Telephone Number: ____________________________
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 176.005(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 176.005, 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)(B), 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
WORKERS' COMPENSATION CERTIFICATE

YES requires Vendor to provide workers' compensation as per state law requirements. The Vendor shall sign and submit the following certificate with the written proposal:

- Minimum Workers' Compensation and Employer's Liability Limits
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - Disease – Policy Limit $1,000,000

Vendor Name

Signature of Authorized Agent

Date Signed

Note: Vendor may attach current certificate of coverage with a signed statement that if awarded the contract, they will obtain said aforementioned coverage if the current coverage does not meet the stated minimum requirements.
INSURANCE COVERAGE REQUIREMENTS

General and Excess Liability Minimum Coverages

- General Liability: $1,000,000
- Deductibles, of any type, are the responsibility of the vendor/contractor.

Vendor Name

Signature of Authorized Agent

Date Signed

YES will be named as Additional Insured on the Certificate of Insurance if the Vendor is awarded a contract.
FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, 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 “public school” may terminate a contract with a person or business entity if the “public school” 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 “public school” must compensate the person or business entity for services performed before the termination of the contract”.

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

VENDOR’S NAME:

SIGNATURE OF AUTHORIZED COMPANY OFFICIAL:

AUTHORIZED COMPANY OFFICIAL’S NAME (PLEASE PRINT):

☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

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

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

Signature of Authorized Representative:          Printed Name & Title:
NON-DISCRIMINATION STATEMENT

The undersigned certifies that he/she will not discriminate against any employee or applicant for employment or in the selection of subcontractors because of race, color, age, religion, gender, national origin or disability. The undersigned shall also take action to ensure that applicants are employed, and treated during employment, without regard to their race, color, religion, gender, age, national origin or disability. Such action shall include, but shall not be limited to, the following: employment, upgrading or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation and selection for training, including apprenticeship.

Name/Title: __________________________________________
(Type or Print)
Signature: ____________________ Date: ________________

Company/Firm Name: _______________________________________
(Type or Print)
Address: _________________________________________________

Telephone Number: ________________________________________
NON-COLLUSION CERTIFICATION

The undersigned affirms that he or she is duly authorized to execute this questionnaire, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other person, firm or entity making or considering making a proposal to YES Prep for any of the future District projects, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 of this proposal.

The foregoing is true and correct. YES Prep, or any authorized representative of YES Prep, is authorized by the undersigned to contact any firm, institution or person listed above obtain information which YES Prep might determine as being desirable.

Firm: ____________________________

Address: ____________________________

City/State/Zip: ____________________________

Telephone Number: ____________________________

Fax Number: ____________________________

Email/Website: ____________________________

Signature: ____________________________

Typed/Printed Name: ____________________________

Date: ____________________________
SUSPENSION OR DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred.

YES Prep does not do business with parties that have been suspended or debarred.

Firms receiving individual awards and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

By signing below:

- I certify that the contracted/organizations and its principals listed below are not suspended or debarred.

- I further certify that I will inform YES Prep of any change in status within three (3) business days.

Vendor Business Name: ________________________________

Vendor Address: ______________________________________

Vendor Telephone: ________________________________

Vendor Email/Website: ________________________________

Authorized Vendor/Company Officials Name: ________________________________

Printed

_________________________________________  __________________________
Signature of Company Official                   Date