



Leadership Education Foundation  
Authorizer of  
Arrow Academy Charter School

Request for Proposals  
for

**Special Education Evaluation and Support Services**  
RFP #2026-001

Issued: April 27, 2026

**Due: 2:00PM, May 15, 2026**

Arrow Academy is accepting proposals to provide **Special Education Evaluation and Support Services** in accordance with the instructions, specifications, and terms and condition contained in this Solicitation.

**Arrow Academy** reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission, or other error(s) in the RFP in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Vendor, prior to submitting the Proposal, to contact Arrow Academy to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. Please contact Rico Sedeno, Chief Operating Officer, at [rico.sedeno@arrowacademy.org](mailto:rico.sedeno@arrowacademy.org) to submit questions or comments concerning this solicitation, or to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal. In the e-mail subject line, please type: Questions - RFP- SPECIAL EDUCATION SERVICES FOR ARROW ACADEMY

## **SECTION 1 – INSTRUCTIONS**

**1.1 PROPOSAL SUBMISSION:** To be considered, the Proposal must be prepared in the manner and detail specified in this Proposal.

- a. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content.
- b. Proposals should be submitted on 8 ½" by 11" paper with consecutive page numbers. Submissions shall include one (1) original signed paper copy and one (1) electronic copy of the proposal (including all required signed forms) in pdf format on a flash drive. The electronic version is for the convenience of ARROW ACADEMY and does not supersede the vendor's requirement to provide a written, original copy by the designated date and time. No oral, telephonic, telegraphic, email or facsimile proposals will be considered.

Proposals must be submitted in a sealed package clearly marked with the following information:

Name, address, and telephone number of the proposer

RFP #2026-001 Special Education Evaluation and Support Services

Time and date of submission deadline

- c. Proposals will be accepted and must be delivered to Arrow Academy at the following address by **2:00 PM CST, on Friday May 15, 2026:**

Arrow Academy  
Attn: Rico Sedeno  
1700 Groesbeck Street  
Bryan, TX 77803

- d. Proposal submissions received late, unsigned, or in locations other than as stated in this solicitation will be returned without consideration.
- e. Responses to the RFP may be modified or withdrawn by written notice received prior to May 15, 2026 at 2:00 PM CST.
- f. All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this solicitation, all costs shall be borne by the Vendor.
- g. Arrow Academy is exempt from state, federal, and local taxes, and will not be responsible for any taxes levied on the company as a result of the contract resulting from this RFP. Do not include tax in cost figures. Any taxes included in cost figures will not be included in the tabulation of any awards.
- h. Arrow Academy reserves the right to select any offer it deems the best value, regardless of price.
- i. Arrow Academy may accept multiple offers for the same services.

**1.2 RFP CLARIFICATION:** All inquiries concerning this RFP are to be in writing and sent to [rico.sedeno@arrowacademy.org](mailto:rico.sedeno@arrowacademy.org). In the e-mail subject line, please type: Questions - RFP - Special Education Services for Arrow Academy. Answers citing the question will be posted in a Q&A document in the RFP section of [arrowacademy.org](http://arrowacademy.org) to ensure all parties have access to the information. Deadline for questions: Monday, May 11, 2026; 2:00 pm CST

- 1.3 PROPOSER RESPONSIBILITY:** We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site, or document will not relieve you, as a contractor, from any obligation regarding this RFP. By submitting a response, you are presumed to concur with all terms, conditions, and specifications of this RFP. Any exception must be clearly defined and referenced to the proper paragraph in this solicitation. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.
- 1.4 COMPLETENESS:** Proposal shall be completed in all respects as indicated. A proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.
- 1.5 FALSE/MISLEADING STATEMENTS:** Proposal which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system or service may be rejected. If, in the opinion of the district, such information was intended to mislead the district in its evaluation of the proposal and the attribute, condition or capability as a requirement of the RFP, the proposal shall be rejected.
- 1.6 PROPOSAL SIGNATURE:** the proposal must be signed by an individual with proper authority. The signature should indicate the title or position that the individual holds in the firm (if applicable).
- 1.7 AWARD:** Arrow Academy will award to the contractor(s) who presents the greatest value, in our view, to the district from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the district to be in the best interest of the district. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under **EVALUATION CRITERIA**.

A contract or letter agreement for Special Education Services may be executed with successful vendors as a result of this process, and the successful vendor(s) agree(s) that fulfillment of the award under this RFP is conditioned on agreement to and compliance with the terms of this RFP and any subsequent written agreement or contract.

- 1.8 CONTRACT PERIOD:** The district intends to award a contract for the 2026-2027 school year, which ends July 31, 2027, with an option to renew for four (4) additional 12-month periods, for a maximum of five (5) years. The district reserves the right to extend the contract awarded annually. Such extension(s) will be at the option of the district, subject to same terms, conditions, favorable prices, and mutual agreement between the contractor and the district.

**1.9 EVALUATION AND AWARD TIMEFRAME**

**Tentative Schedule**

<b>DATE</b>	<b>ACTIVITY</b>
April 27, 2026	RFP released by Arrow Academy
May 11, 2026	Questions due
May 15, 2026	Proposals due – 2:00 PM Central Time
May 18-22, 2026	Evaluation of vendors
May 27, 2026	Notification of Award

**SECTION 2 – SPECIFICATIONS AND SCOPE OF WORK**

**2.1 OVERVIEW:**

This is an RFP pursuant to Chapter 44 of the Texas Education Code seeking special education evaluation and support services for Arrow Academy. Arrow Academy is a Texas public school district servicing approximately 400 students in grades Kindergarten – 6<sup>th</sup> grade at four (3) sites. Two of the sites are located in the greater Houston, TX area and one site is located in Bryan, TX. There is a potential for a fourth site to open in the greater Houston area for the 27-28 school year. Arrow Academy serves approximately 17 students through Section 504 and approximately 61 students with special education disabilities.

## 2.2 SCOPE OF SERVICES:

Arrow Academy is seeking qualified providers and firms interested in contracting with Arrow Academy to provide various Special Education Evaluation and Support Services as identified below. The award will be for the 2026-2027 school year, which ends July 31, 2027, with an option to renew for four (4) additional 12-month periods, for a maximum of five (5) years. If renewed for all allowed periods the final contract would end on July 31, 2031. These services shall be purchased on an "AS NEEDED" basis, with Arrow Academy making the sole determination of need. Multiple provider awards are anticipated to provide Arrow Academy with a variety of resources for needed services.

- a. Services requested include special education related evaluation and direct services as defined below:

**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.

**Direct Services:** Services given to students as recommended by their Individualized Educational Program (IEP). Examples include therapy and counseling for the educational setting.

- b. Vendor shall ensure compliance with all applicable federal, state, local statutory requirements, State Board of Education, and Texas Department of Health & Human Services rules, as well as Arrow Academy's local board policy with respect to special education and/or related aids and services.
- c. Vendor shall ensure adherence to appropriate safety procedures and report potential health or safety hazards to the designated campus administrator.
- d. Vendor's assigned staff members shall be responsible for the following, as applicable:
- i. Providing special education and/or related aids and services as determined for each assigned student;
  - ii. Maintain logs and therapy notes for student services;
  - iii. Provide logs with invoice for therapy;
  - iv. Attending ARD meetings;
  - v. Maintaining and submitting individual student reports to Arrow Academy;
  - vi. Completing or assisting with individual evaluation plans;
  - vii. Completing progress reports for services;
  - viii. Consulting with school staff;
  - ix. Completing evaluations, IEPs, and Progress reports in the SpedTrack system;
  - x. Assisting Arrow Academy staff with their students' IEP progress reports;
  - xi. Assisting school staff with equipment orders if applicable; and
  - xii. Creating collaborative relationships on school campuses

## 2.3 SPECIFICATIONS

Specific services requested include the following:

- Licensed Psychologists;
- Licensed Specialists in School Psychology;
- Texas Certified Educational Diagnosticians;
- Licensed Physical Therapists;
- Licensed Occupational Therapists;
- Licensed Speech-Language Pathologists;
- Licensed Social Worker;
- Licensed Audiologists;
- Certified Visual Impairment Specialist;
- Certified Orientation & Mobility Specialists;
- Board Certified Behavior Analysis (BCBA);
- Dyslexia Specialists; and Other Special Education Services

**SECTION 3 – SUBMISSION REQUIREMENTS**

**3.1 PROPOSAL SUBMISSION REQUIREMENTS AND FORMAT**

All proposals must contain the following sections in the order presented below. Proposals that do not include these sections may be considered non-responsive and as such may not be considered.

<b>Proposal Element</b>	<b>Description/Information to be Included</b>
Title page	Name of vendor or vendors issuing the proposal.
Letter of transmittal	Signed by someone able to commit the firm, or firms, to the specified work and costs. Brief understanding of the key points of the proposal and why ARROW ACADEMY should select the vendor.
Firm Overview and Experience	See detailed information to be included for these sections below.
Personnel	
Fee Proposal	
References	
Forms A-G	Completed Forms A-G

**Firm Overview and Experience**

- Firm Information: Name of firm, address of principal office, phone number, form of business organization (corporation, partnership, individual/sole proprietorship, etc.), and primary individual to contact. Include information on how many years your firm has been in business under its present name and indicate all other names by which your firm has been known and explain the length of time known.
- Provide a list of similar services that your firm has provided for Arrow Academy during the past five years.
- Provide a Certificate of Authority to do business in the State of Texas, if applicable.
- Provide proof of insurance, if applicable.
- Provide example of service logs maintained and student IEP goal progress report deliverable.

**Personnel**

- Complete Exhibit A – Proposed Services to this RFP and include it in this section.
- For each service your firm proposes to provide, include the name, telephone number, and email address for the individual anticipated to provide said service(s)
- Provide a resume for each listed individual which details the educational background and professional experience of the individual anticipated to provide services.
- Include information on how long this individual has been providing said services.
- Provide a copy of professional license(s) and certifications for each proposed provider.

**Fee Proposal**

- Pricing information should include the following cost elements at a minimum and, preferably be in a similar format. Pricing information for items not listed may also be included in the proposal. If applicable, indicate the services or assessments listed below that firm does not offer.

<b>Cost Element</b>	<b>Hourly Rate</b>	<b>Flat Rate</b>
Licensed Specialists in School Psychology services		
Texas Certified Educational Diagnosticians services		
Physical Therapy Services		
Occupational Therapy Services		
Speech Language Pathologist Services		
Bilingual Speech Language Pathologist Services		
Licensed Social Worker		
Licensed Audiologists		
Certified Visual Impairment Specialist		
Certified Orientation & Mobility Specialists		
Board Certified Behavior Analysis (BCBA);		

Dyslexia Specialists		
Other		
ARD (Assessment, Review, Dismissal) meeting		
Consultation		
<b>Assessments/Evaluations</b>		
Psycho-educational Assessment		
Bilingual Spanish Psycho-educational Assessment		
Psychological Assessment		
Bilingual Spanish Psychological Assessment		
Dyslexia Assessment		
Bilingual Spanish Dyslexia Assessment		
Speech and Language Assessment		
Occupational Therapy Assessment		
Orientation and Mobility Assessment		
Other		

**References**

- Provide three (3) references from other public schools or other relevant references listing recently completed engagements for the services of the type and kind required in this solicitation. For each reference, include the name and contact information of a representative of the reference that is familiar with the services you provided.

**SECTION 4 – EVALUATION CRITERIA**

An Arrow Academy evaluation group comprised of staff will review all proposals received as part of a documented evaluation process. This evaluation will be conducted using the criteria below:

**Evaluation Criteria**

<b>Evaluation Criteria</b>	<b>Points</b>
Price of service	15
Quality of vendor’s services/products (i.e. sample report, IEP, timesheets/service logs, invoices)	7
Reputation of vendor	8
Service area or location (able to physically serve both Bryan and Houston campus locations)	7
The extent to which the vendor’s capabilities meet Arrow’s needs	10
Past relationship with vendor	3
<b>Total Points</b>	<b>50</b>

Arrow Academy reserves the right to determine the suitability of proposals on the basis of any or all of these criteria.

## **SECTION 5 – GENERAL TERMS AND CONDITIONS**

1. **Proposal Submission:** Proposals must be submitted using this RFP only and must be submitted on or before the hour and date specified. Late submittals will not be accepted or reviewed. Emailed proposals will not be accepted.
2. **Public Record:** All Proposals become the property of ARROW ACADEMY. As a governmental entity, the Texas Public Information Act applies to this RFP. Accepted Proposals and any subsequent award will generally be a public record. Proprietary material must be clearly marked as such.
3. **Rejection/Award:** ARROW ACADEMY reserves the right to reject any and/or all Proposals, to award contracts as may appear advantageous to ARROW ACADEMY, and to waive all formalities in the procurement process.
4. **Evaluation of Proposals:** Proposal evaluation will be completed based on the information provided by Vendor. It is very important that Vendor provide all required information as part of the Proposal. Failure to provide necessary information and documents could result in the Proposal being rejected.
5. **Applicability:** These conditions are applicable and form a part of the contract documents in each supply and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith.
6. **Supplemental Information:** All supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.
7. **Proposal Errors:** Proposals will represent a true and correct statement and shall contain no cause for a claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, Vendor may be removed from consideration or from any approved vendor list.
8. **Changes to Proposal:** ARROW ACADEMY reserves the right to negotiate changes in a Proposal by any Vendor, and to reject any or all Proposals.
9. **Use of Brand Names:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade, and/or brand name must be indicated for each article and, when omitted, ARROW ACADEMY will consider bid to be as specified. Illustrations and complete description must be included with the Proposal if bidding other than specified.
10. **Undue Influence:** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to Vendor's Proposal, directly or indirectly, through any contact with ARROW ACADEMY board members or other school officials from the date this RFP is released until the award of a contract by ARROW ACADEMY. By signing this Proposal, Vendor affirms that Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any ARROW ACADEMY representative in connection with the Proposal submitted.
11. **Gratuities:** ARROW ACADEMY may, by written notice to Vendor, cancel any service agreement without liability to ARROW ACADEMY if it is determined by ARROW ACADEMY that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of ARROW ACADEMY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this agreement is cancelled by ARROW ACADEMY pursuant to this provision, ARROW ACADEMY shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Vendor in providing such gratuities.
12. **Payment Terms:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by ARROW ACADEMY, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. Vendor will invoice ARROW ACADEMY neither more nor less frequently than once per month

13. **Independent Contractor:** The parties intend that Vendor, in performing the specified services, will act as an independent contractor and that nothing herein shall be construed as creating the relationship of employer or employee between ARROW ACADEMY and Vendor or between ARROW ACADEMY and Vendor's employees. Vendor will be free to contract for similar services to be performed for other entities while Vendor is under contract with ARROW ACADEMY. Vendor is not to be considered an agent or employee of ARROW ACADEMY and is not entitled to participate in any pension plans, bonus, or similar benefits that ARROW ACADEMY provides to its employees. ARROW ACADEMY and Vendor agree that Vendor and/or its employees are not covered under any ARROW ACADEMY insurance policy, including but not limited to ARROW ACADEMY's liability, property and casualty, or workers' compensation insurance policies. ARROW ACADEMY shall not deduct federal income taxes, FICA (Social Security), or any other taxes required to be deducted by any employer, as this is the responsibility of Vendor.
14. **Fund Availability:** This agreement is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by ARROW ACADEMY's Board of Directors or otherwise not made available to ARROW ACADEMY.
15. **Changes:** This agreement may not be modified, altered, or changed except by mutual written agreement between the parties.
16. **Indemnity:** Vendor shall indemnify and hold harmless ARROW ACADEMY and its Board of Directors, officers, employees, and agents from all suits, actions, losses, damages, claims, or liability of any character, type or description, including but not limited to all expenses of litigation, court cost, penalties, and attorneys' fees that ARROW ACADEMY incurs defending any action, suit, or claim from any source whatsoever and any kind or nature arising directly or indirectly on the part of Vendor, its agents, servants, contractors, and suppliers, in performance of this agreement, so long as the sole negligence of ARROW ACADEMY is not the cause of the loss, claim, damage, expense, or cost.
17. **Termination:** Any resulting contract may be terminated by ARROW ACADEMY at any time with or without cause and without penalty to ARROW ACADEMY. In the event of termination by ARROW ACADEMY prior to completion of the contract, compensation shall be prorated on the services actually performed, and Vendor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.
18. **Unsatisfactory Performance by Vendor Staff:** If any person employed by Vendor fails or refuses to carry out the services contemplated in this agreement or is, in the opinion of ARROW ACADEMY's designated representative(s), Incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an ARROW ACADEMY student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this agreement immediately and shall not again provide services to ARROW ACADEMY except upon consent of ARROW ACADEMY's representative.
19. **Criminal Background Check:** All Vendors who have a contract for services with continuing duties related to the contract and have direct contact with students must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by ARROW ACADEMY pursuant to Texas Education Code Chapter 22, Subchapter C before providing services to ARROW ACADEMY. Vendor must provide ARROW ACADEMY a list of personnel who will be assigned to do the work along with a copy of their drivers license in order for ARROW ACADEMY to initiate the fingerprinting and background check process. The cost of the review shall be paid by Vendor. If Contractor and/or any staff member have not completed this requirement or the review results in a determination that Contractor and/or any staff member of Contractor is not eligible for assignment, they shall be prohibited from working on the contract. If Contractor cannot assign an eligible staff member to serve ARROW ACADEMY this contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
20. **Enforcement:** It is acknowledged and agreed that Vendor's services to ARROW ACADEMY are unique, which gives Vendor a peculiar value to ARROW ACADEMY and for the loss of which ARROW ACADEMY cannot be reasonably and adequately compensated in damages. Accordingly, Vendor acknowledges and agrees that a breach by Vendor of the provisions hereof will cause ARROW ACADEMY irreparable injury and damage. Vendor therefore expressly agrees that ARROW ACADEMY shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this agreement, but only if ARROW ACADEMY is not in breach of this agreement.

21. **Governmental Immunity:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO ARROW ACADEMY, INCLUDING BUT NOT LIMITED TO ANY STATUTORY OR GOVERNMENTAL IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO ARROW ACADEMY UNDER APPLICABLE LAW.
22. **Limitations:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF ARROW ACADEMY (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON ARROW ACADEMY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON ARROW ACADEMY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
23. **Assignment/Delegation:** No right or interest in this agreement shall be assigned or delegation of any obligation made by Vendor without the written permission of ARROW ACADEMY. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this provision.
24. **Waiver:** The waiver by any party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.
25. **Interpretation of Evidence:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
26. **Applicable Law:** The validity, enforceability, and interpretation of any provision of this agreement will be determined and governed by the substantive and procedural laws of the State of Texas.
27. **Record Keeping:** ARROW ACADEMY, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Vendor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.
28. **Equal Opportunity:** Vendor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
29. **Debarment and Suspension:** Neither Vendor nor any of its officers, directors, owners, members, employees, or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
30. **Rights to Inventions Made Under a Contract or Agreement:** Vendor acknowledges and agrees that any intellectual property, processes, procedures, or product developed in furtherance of this agreement belongs to ARROW ACADEMY as work-for-hire and all rights are reserved by ARROW ACADEMY and/or the federal government in accordance with applicable federal law.

## **SECTION 6 – REQUIRED FORMS**

The following forms must be completed, signed, and returned in order for the proposal to be considered:

- Bid/RFP Response Form – Form A
- Deviation/Compliance Signature Form – Form B
- Non-Collusion Statement – Form C
- Felony Conviction Notification – Form D
- Resident/Nonresident Bidder’s Certification – Form E
- Debarment or Suspension Certification Form – Form F

**FORM A**

**BID/RFP RESPONSE FORM**

The undersigned, in submitting this Bid/RFP and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/RFP; that he/she will abide by all the policies and procedures of Arrow Academy; and that he/she has read this entire Bid/RFP package (Sections I through VI), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in **ALL** sections of this Bid/RFP.

**Failure to manually sign this Bid/RFP Response Form will be reason for the bid/RFP to be rejected.**

SUBMITTED BY:

Firm: \_\_\_\_\_

(LEGAL Firm Name)

***MUST BE SIGNED IN INK TO BE CONSIDERED RESPONSIVE***

By: \_\_\_\_\_

(Original Signature)

Name: \_\_\_\_\_

(Typed or Printed Name)

Title: \_\_\_\_\_

(Type or Printed Title)

\_\_\_\_\_

(Date)

Contact Representative \_\_\_\_\_

Address: \_\_\_\_\_

City/ST/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

***NOTE: Submit copy of Bidder's/  
Proposer's current W-9 Form***

Taxpayer Identification #: \_\_\_\_\_

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ Days

I hereby acknowledge receipt of the following addenda which have been issued and incorporated into the Bid/RFP Document. *(Please initial in ink beside each addenda received. If none received, leave blank)*

Addendum No. 1 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

**FORM B**

**DEVIATION/COMPLIANCE SIGNATURE FORM**

If the undersigned Firm intends to deviate from the Specifications listed in this bid/RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid/RFP award decisions, and the District reserves the right to accept or reject any bid/RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Firm assures the District of his/her full compliance with the Terms and Conditions, Specifications, and all other information contained in this bid/RFP document.

- No Deviation
- Yes Deviations

Firm's Name: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Title of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Signature of Authorized Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

If yes is checked, please list below. Attach additional sheet(s) if needed.

---

---

---

---

**FORM C**

**NON-COLLUSION STATEMENT**

“The undersigned affirms that he/she is duly authorized to execute this bid/RFP, that this company, corporation, firm, partnership or individual has not prepared this bid/RFP in collusion with any other bidder/proposer, and that the contents of this bid/RFP as to prices, terms or conditions of said bid/RFP 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 bid/RFP.”

Firm hereby assigns to purchaser any and all claims for overcharges associated with this bid/RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

**FORM D**

**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 must give advanced notice to the school 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 may terminate a contract with a person or business only if the school determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in a conviction. The 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:** \_\_\_\_\_

**Authorized Company Official’s Name (Printed):** \_\_\_\_\_

Please check (√) one of the following:

- My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned nor 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:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

**Signature of Company Official:** \_\_\_\_\_

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for Arrow Academy pursuant to this bid/RFP on any and all Arrow Academy campuses or facilities. Vendor will not assign individuals to provide services at an Arrow Academy campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of Arrow Academy.

**FORM E**

**RESIDENT/NONRESIDENT BIDDER'S CERTIFICATION**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)

“Nonresident bidder” means a bidder who is not a resident.

Section 2252.001(4)

“Resident bidder” means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that \_\_\_\_\_ is a Resident Bidder of Texas  
as defined in Texas Government Code Section 2252.001(4)

Signature of Authorized Company Official: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_



I certify that \_\_\_\_\_ is a

Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

City and State: \_\_\_\_\_

Signature of Authorized Company Official: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the vendor or the vendor's ultimate parent company or majority owner employ at least 500 persons in Texas?      Yes \_\_\_\_\_      No \_\_\_\_\_

**FORM F**

**DEBARMENT OR SUSPENSION CERTIFICATION FORM**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Vendor must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting this offer and signing this certificate, this Vendor:

- (1) Certifies that no suspension or debarment is in place, which would preclude Vendor or its Owner/Members/Principals or employees from receiving a federally funded contract under the Federal OMB, A-102, common rule.

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

**EXHIBIT A – PROPOSED SERVICES**

**Company Name:** \_\_\_\_\_

**Please check each service that your firm is proposing to provide to Arrow Academy:**

- Licensed Specialists in School Psychology
- Texas Certified Educational Diagnosticians
- Licensed Physical Therapists and/or Licensed Physical Therapist Assistants
- Licensed Occupational Therapists and/or Certified Occupational Therapist Assistants
- Licensed Speech-Language Pathologists and/or Speech Language Pathologist Assistants
- Board Certified Behavior Analysts (BCBA)
- Licensed Social Worker
- Licensed Audiologists
- Certified Visual Impairment Specialist
- Certified Orientation & Mobility Specialists
- Dyslexia Specialist
  
- Psycho-educational Assessment
- Bilingual Spanish Psycho-educational Assessment
- Psychological Assessment
- Bilingual Spanish Psychological Assessment
- Dyslexia Assessment
- Bilingual Spanish Dyslexia Assessment
- Speech and Language Assessment
- Occupational Therapy Assessment
- Orientation and Mobility Assessment
  
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_