



COMPETITIVE SOLICITATION BY:
TEXANS CAN ACADEMIES

REQUEST FOR PROPOSAL (RFP) FOR
CRITICAL INCIDENT MANAGEMENT SYSTEM (CIMS)
RFP # CIMS0219
PUBLICATION DATE: FEBRUARY 13, 2019

PROPOSAL STATEMENT SUBMITTAL DEADLINE:
FEBRUARY 27, 2019 BY 3:00 PM CST

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I. NOTICE TO OFFERORS

Texans Can Academies (“Texans Can”) is an open enrollment charter school whose mission is to provide the highest quality education for all students, especially those who have struggled in a traditional high school setting, in order to ensure their economic independence. For more information on Texans Can, please visit our website: <http://texanscan.org>

Texans Can is currently soliciting proposal statements for a Critical Incident Management System (CIMS) module, as described in the forthcoming Scope of Work, to be integrated into Texans Can’s existing Student Management System application. Please read each section carefully for information regarding the proposal and submittal instructions.

All responses to this RFP must be submitted in sufficient time to be received and time-stamped at the below location on or before the published date and time specified. Vendors (the terms vendor, offeror, responder, contractor, proposer, and/or bidder all refer to the person/firm that submits the offer to this solicitation document) must submit sealed Proposal Statements together with any material required by this RFP by the time and date specified below. Failure to provide the requested information in its entirety may be grounds for disqualification of response.

Proposal Statements shall be submitted in an envelope marked on the outside with the Offeror’s name, address and Proposal Statement number RFP #CIMS0219 and mailed to:

Texans Can Academies
Attention: Marian Hamlett
RFP # CIMS0219
325 West 12th Street
Dallas, Texas 75208

Proposals will be received at the above address until 3:00 PM CST, February 27, 2019. Responses will be opened and awarded in accordance with details in *Section II. Instructions to Offerors*.

Texans Can Academies reserves the right to accept or reject any or all responses, and to waive any technicalities in the proposal process.

II. INSTRUCTIONS TO OFFERORS

1.0 General

The following instructions are intended to afford Offerors an equal opportunity to participate in the Proposal Statement process.

1.1 Before submitting an offer to this solicitation, Offerors shall familiarize themselves with all parts of this solicitation because these sections become a part of any resulting contract.

1.2 Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/proposal/Proposal Statement) is submitted will be construed by Texans Can Academies to indicate that the Offeror agrees to carry out the furnishing of products and services in full accordance with the specifications and other contract documents notwithstanding existing material and labor market conditions.

1.3 Any explanation desired by an Offeror regarding the meaning or interpretation of these instructions or any other RFP documents must be requested by e-mail to purchasing@texanscan.org. Inquiries must be submitted at least 3 (three) business days prior to the submittal deadline. Oral explanations or instructions will not be binding. Any information given to a prospective Vendor will be furnished to all prospective vendors as an amendment to the RFP if such information is necessary to offerors in submitting Proposal Statements or if the lack of such information would be prejudicial to uninformed offerors. Any amendments to this RFP will be posted to: <http://texanscan.org>

1.4 A functional area expert or a day-to-day contract administrator or manager for Texans Can may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents and contracts/agreements will be made by Texans Can. If a Vendor acts on the guidance of an employee that is not authorized to make changes, the Vendor does so at his or her own risk or peril. Also, if a Vendor attempts, or gains, a modification/amendment from a Texans Can employee that is not authorized to make changes, the Vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement.

1.5 The Texans Can procurement official for this contract is Marian Hamlett. Questions regarding specifications may be directed to her via e-mail at purchasing@texanscan.org.

2.0 Information Required

Each Offeror shall furnish their Proposal Statement with their offer containing the information required in this RFP document in accordance with *Section IV. Responsibilities of Responders, 2.1 Required Response Format*, including all completed and signed forms in *Section VII. Required Forms*. Erasures or other changes must be initialed by the person signing the documents. Proposal Statements signed by an agent are to be accompanied by evidence of their authority unless such evidence has been previously provided to Texans Can.

3.0 Submissions of Qualified Proposal Statements

Offerors are required to mail sealed Proposal Statements, as detailed in *Section IV. Responsibilities of Responders, 2.0 Offer Submittal*, to Texans Can's Office on or before the published deadline date and time shown on the RFP. Proposal Statements received after the published time and date cannot be considered and will be destroyed or held for pickup by the Offeror.

4.0 Discussions/Negotiations

Discussions/negotiations may be conducted with Offerors who are deemed to be within the final competitive range; however, Texans Can Academies reserves the right to award a contract without

discussions/negotiations. The competitive range will be determined by Texans Can and will include only those initial offers that Texans Can determines have a reasonable chance of being awarded a contract. In the event discussions/negotiations are conducted, Vendors must submit a final offer if it varies from their original proposal. The final offer is subject to the same submittal format requirements and deadline requirements as the original offer, unless otherwise stated by Texans Can.

5.0 Modifications or Withdrawal of Proposal Statements

Proposal Statements may be modified or withdrawn by written notice received by Texans Can Academies prior to the exact hour and date specified for submittal deadline.

6.0 Opening Proposal Statements

All Proposal Statements shall be opened as soon as received. A formal "opening" will not be held and prices will not be read. Trade secrets and confidential information contained in Proposal Statements shall not generally be open for public inspection, but Texans Can's records are a matter of public record.

III. GENERAL CONDITIONS

1.0 Scope of Proposal

Texans Can Academies is accepting Proposal Statements for qualified individuals/firms to provide a Critical Incident Management System module to be integrated into their existing Student Management System application.

1.1 This RFP is categorized in seven (7) sections: *I. Notice to Offerors; II. Instructions to Offerors; III. General Conditions; IV. Responsibilities of Responders; V. Responsibilities of Texans Can Academies; VI. Scope of Work; and VII. Required Forms.* These parts are applicable and form a part of all contract documents and a part of the terms/conditions of all purchase orders for products included in the specifications and offer forms.

1.2 This is a specific solicitation for a Critical Incident Management System:

1.2.1 Texans Can is not required to purchase from the Vendor requirements in excess of the estimated value of this contract.

1.2.2 Texans Can reserves the right to negotiate with successful Offeror(s) for similar products specified in this RFP during the period of the contract.

1.2.3 Texans Can may increase or decrease values and/or quantities during the contract period at the same per line cost providing written notice to the Vendor.

1.2.4 All values and/or quantities are considered estimates only, and will not necessarily be purchased by Texans Can.

1.2.5 If Texans Can urgently requires delivery of any specific item or service under the contract before the delivery date specified, and the Vendor is unable to provide for the accelerated delivery, Texans Can may acquire the required product(s) from another source.

2.0 Proposal Statement Submittal

A signed, submitted Proposal Statement constitutes an offer to perform the work and/or deliver the product(s) or services specified in the solicitation. A submission of response to this RFP also indicates a Vendor's acceptance of Texans Can Academies' terms and conditions. No contract is implied solely by the submission of a response to this RFP.

3.0 Reproduction, Distribution, Assignment and Delegation

Texans Can Academies owns the exclusive right to distribute this and any procurement document to Vendors requesting to be included in the procurement process or to Vendors that have been identified as qualified to provide the goods and/or services required in this document. Copies of this Request for Proposal document may only be reproduced for convenience in collaborating or working with other individuals in the company submitting the proposal.

No contract right or interest resulting from this RFP shall be assigned, or any obligation delegated, by the Offeror without the written permission of Texans Can.

4.0 Deviations from Products/Services Scope

The Offeror shall note in writing any deviations, including manufacturer and/or model, from the scope of products and/or services and shall submit those changed scope of products and/or services as alternates.

5.0 Criteria for Selection

The Vendor selected for an award will be the Vendor whose Proposal Statement, as presented in the response to this RFP, is the most advantageous to Texans Can. Texans Can is not bound to accept the lowest priced Proposal Statement. Detailed Vendor evaluation criteria can be found in *Section V. Responsibilities of Texans Can Academies, 2.0 Evaluation of Proposal Statements.*

6.0 Selection Process

Texans Can Academies will award contracts based upon the Proposal Statement receiving the highest combined point total as seen in the Vendor Evaluation Matrix table located in *Section V. Responsibilities of Texans Can Academies, 2.0 Evaluation of Proposal Statements.* In determining the "best value" or "qualified" offer, Texans Can will consider factors such as: compliance with the RFP documents, price of goods/services, experience/reputation, past performance, quality of goods/services, and any other factors Texans Can deems necessary to evaluate a response in addition to the criteria listed in this RFP. Texans Can Academies reserves the right to award a Vendor as a secondary source.

7.0 Protest

A protest of an award or proposed award must be filed in writing within ten (10) business days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Texans Can Academies and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

8.0 Reservation of Rights

Texans Can Academies expressly reserves the right to:

1. Reject or cancel any or all Proposal Statements;
2. Waive any defect, irregularity or informality in any Proposal Statement or RFP procedure;
3. Waive, as an informality, minor deviations from specifications at a lower price than other Proposal Statements meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
4. Reissue an RFP;
5. Consider and accept an alternate Proposal Statement when most advantageous to Texans Can;
6. Cancel the contract with a thirty (30) day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds;
7. Procure any item or services by other means to meet time-sensitive requirements; and/or
8. Remove or change any part of this RFP before responses are submitted.

9.0 Acceptance

Acceptance of an Offeror's proposal for product and/or service agreements will be by letter of award. Unless the Offeror specifies otherwise in their proposal, Texans Can Academies may award agreements for any product/service or group of products/services described in this RFP.

10.0 Assignments of Contracts

No assignment of contract may be made by a Vendor without the prior written approval of Texans Can. Payment can only be made to the awarded Vendor.

11.0 Termination

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

11.2 Texans Can has the right to terminate the contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

11.3 Texans Can may terminate the contract and debar the Vendor from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

12.0 Contract Cancellation

Either party may cancel the contract in whole or in part by providing written notice. The cancellation will take effect thirty (30) business days after the other party receives the notice of cancellation. After the thirtieth (30th) business day all work will cease following completion of final purchase order.

13.0 Indemnification

The awarded Vendor and its agents, partners, employees, and consultants, shall and do agree to protect, indemnify and hold harmless Texans Can and its participants, administrator, employees and agents ("indemnitee") against any and all claims, damages, losses and expenses, including attorney fees arising from or in connection with, or caused by any act, omission, or negligence resulting directly or indirectly from

the performance of services, provision of goods and any actions of the Vendor or any person subject to the Vendor's control ("indemnitor"). In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. Vendor shall protect and indemnify Texans Can from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States or international patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Vendor or by the Texans Can at the direction of Vendor of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, Texans Can shall promptly notify Vendor and Vendor shall be given full opportunity to negotiate a settlement. Vendor does not warrant against infringement by reason of Texans Can's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Texans Can agrees to cooperate reasonably with the Vendor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense. The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

14.0 Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

15.0 Dispute Resolution

The Parties will attempt, in good faith, to promptly resolve any controversy or claim arising out of or relating to this Agreement through non-binding mediation to begin no later than twenty-one (21) days following notice and request for mediation under this provision. The requesting Party shall name three (3) potential mediators in its notice, one of which shall be chosen by the other Party. If the dispute is not resolved at mediation, the Parties shall have all remedies available to them at law and under this Agreement.

16.0 Interpretation

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

IV. RESPONSIBILITIES OF RESPONDERS

1.0 General Information

The RFP process is an open and fair interactive negotiation process. Texans Can Academies will provide each Vendor with the same information. Texans Can will use best efforts to conduct a free exchange of dialogue with each Vendor to communicate the needs and offer.

Offerors may not collaborate with any other vendors in preparing any aspect of their proposal. Texans Can Academies reserves the right to add, suspend or delete vendors throughout the term of this contract.

2.0 Offer Submittal

Vendors are required to submit a response as specified herein. Sealed Proposal Statements must be mailed in an envelope and marked on the outside with the Offeror's name, address and RFP #CIMS0219 Critical Incident Management System. Proposal Statements must be submitted in sufficient time to be received and date/time stamped at Texans Can's Office on or before the published deadline date and time shown on the RFP. Proposal Statements received after the published time and date cannot be considered and will be destroyed or held for pickup by the Offeror. Proposal Statements may be sent to:

Texans Can Academies
Attention: Marian Hamlett
RFP #CIMS0219
325 West 12th Street
Dallas, Texas 75208

2.1 Required Response Format

Responses must be sealed and plainly marked with the Company name, address, and RFP #CIMS0219 Critical Incident Management System. Two (2) bound and signed copies of the Proposal and one (1) electronic copy on a CD, DVD, or flash drive shall be submitted. Responses shall be provided in a three-ring binder (or bound equivalent) with a cover clearly identifying the Company name and the RFP name and number.

2.2 Response Guidelines

Vendors should provide the following information in their response:

- Summary of the services offered within scope of RFP
- General number of hours to complete services
- Comprehensive list of specific measurable objectives for each of the services provided
- Similar projects completed with School Districts, other government agencies
- Company's experience level (years) in services offered

Do not include any miscellaneous information, such as marketing materials, unless specified otherwise by Texans Can.

Failure to adhere to the aforementioned format and guidelines may render a Vendor's Proposal Statement non-responsive or unacceptable.

3.0 Pricing

The awarded Vendor agrees to provide the lowest pricing available. Offerors must complete the Fee Proposal form contained in *Section VII. Required Forms*, detailing any discounts that will be offered to Texans Can. The proposed solution must itemize all costs including, additional software required to run the application software, any needed hardware, licensing fees, maintenance contract costs, technical support, training, etc. Any alternatives should also be detailed and the pricing thereof. All costs should be identified as either recurring or one-time. If a cost is for a period of time, such as a maintenance contract, the length of the period included in the proposed solution should be identified and the entire cost for that period should be included.

NOTE: Vendors may not collaborate with any other Vendor in preparing their Fee Proposal.

3.1 Pricing Warranty

The Vendor warrants that proposed pricing is no higher than the Vendor's current prices on orders by others for products/services of the kind and specification covered in this RFP under similar conditions and methods of purchase detailed in this RFP. In the event the Vendor is found to have breached this warranty, the prices of the products/services shall be reduced to the Vendor's lowest similar pricing, or in the alternative, Texans Can may cancel their contract without any liability to, or recourse by, the Vendor.

4.0 Tax Exempt Status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

5.0 Payments

Terms of payment to the Vendor will be in accordance with the terms of the final contract based on invoices submitted to, and approved by, Texans Can. Invoices shall be fully documented and must reflect only the amount due for that portion of the services performed for the period covered by each invoice.

6.0 Value Added Products and Services

Vendor shall submit any additional products and/or services available and currently performed in the normal course of business that is not included in the scope of the RFP that can notably enhance and add value to this contract for Texans Can.

7.0 Warranties

Vendor responses should address warranties for proposed solutions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and/or guarantees of services including details of any conditions and response times for repair during the warranty period.

8.0 Shipments (if applicable)

The awarded Vendor shall ship any ordered products within five (5) business days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified or specified otherwise by Texan Can. If a product cannot be shipped within that time, the Vendor is to notify Texans Can with an estimated shipping date. At this point Texans Can may cancel the order if the estimated shipping time is not acceptable.

9.0 Applicable Law

It is the Vendor's responsibility to be aware of, and remain compliant with, all local, state and federal laws governing the sale of products/services identified in this RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

9.1 Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.2 Insurance

Certificates of insurance shall be delivered to Texans Can prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded Vendor shall give notice to Texans Can a minimum of ten (10) business days prior to any modifications or cancellation of policies. The awarded Vendor shall require all subcontractors performing any work to maintain coverage as specified.

10.0 Disclosures

The Offeror represents and certifies as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities valued at \$25.00 or more (in the form of entertainment, gifts, or otherwise) directly or indirectly to any director, officer, employee, or agent/consultant of Texans Can with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of this contract.

The Vendor affirms that, to the best of their knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

10.1 Notification of Criminal Record

The person or entity submitting an offer must give notice to Texans Can, at the time of offer submission, if the person or an owner or operator of the business entity has been convicted of a felony by completing the Texans Can Academies Felony Conviction Notification form located in *Section VII. Required Forms*. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

V. RESPONSIBILITIES OF TEXANS CAN ACADEMIES

1.0 Contract Administration

The contract will be administered by Texans Can Academies. The contract term will be for one (1) year starting from the date of the award, with an option to renew annually for an additional three (3) years if agreed to by Texans Can and the Vendor. Any waiver in whole or in part of the contract shall be in writing and must be signed by the duly authorized agent of Texans Can in order to constitute a valid waiver.

2.0 Evaluation of Proposal Statements

Texans Can Academies will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. Texans Can Academies is not bound to accept the lowest priced Proposal Statement if that is not in the District's best interest. Instead, recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance, as detailed in the Vendor Evaluation Matrix table below.

Vendor Evaluation Matrix	
Description of Evaluation Area	Points
1. Price of goods/services and total cost	20
2. Reputation/experience of the Vendor	20
3. Vendor's past relationship with Texans Can	15
4. Quality of the Vendor's goods/services	10
5. Extent to which Vendor's services/goods meet Texans Can's needs	30
6. Demonstration of commitment to Texans Can's mission statement	5
Total	100

3.0 Opening of Responses and Multiple Awards

All responses shall be opened in the manner in which they are received. All responses will be kept confidential until the award(s) is final. After award(s) has been received, Texans Can's records are a matter of public record unless information is to be kept confidential as a matter of law. Multiple contracts may be awarded as a result of this solicitation to ensure that any and all requirements are fulfilled.

4.0 Open Records Policy

Because Texans Can Academies is a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a Vendor believes that its response, or parts of its response, may be exempt from disclosure, the Vendor must specify page-by-page and line-by-line the parts of the Response which it believes are exempt. In addition, the Vendor must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Texans Can must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Vendor are not acceptable. Texans Can must comply with the opinions of the OAG. Texans Can assumes no responsibility for asserting legal arguments on behalf of any Vendor. Vendors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

5.0 Clarifications/Discussions

Texans Can Academies may request additional information or clarification from any of the vendors after reviewing the proposals received for the sole purpose of elimination, minor irregularities, informalities, or apparent clerical mistakes in a Proposal. Clarification does not give the Vendor an opportunity to revise or modify its Proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Texans Can reserves the right to conduct discussions with those vendors determined to be reasonable candidates for award selection. Discussions occur when oral or written communications between Texans Can and vendors are conducted for the purpose of clarifications involving information essential for determining the acceptability of a Proposal or that provides the Vendor an opportunity to revise or modify its Proposal. Texans Can will not assist the Vendor in bringing its Proposal up to the level of other proposals through discussions. Texans Can will not indicate to the Vendor a cost or price that it must meet to obtain further consideration nor will it provide any information about other vendors' proposals or prices.

6.0 Past Performance

Past performance with Texans Can is relevant information regarding a Vendor's actions under previously awarded contracts, including, administrative aspects of performance, history of reasonable and cooperative commitment to customer satisfaction, and a general businesslike concern for the interests of Texans Can.

7.0 Product and Service Amendment and Additions

Products and Services may be added to the resulting contract during the term of the contract by written amendment to the extent that those products and services are within the scope of this RFP. No amendments and additions shall relieve the Vendor of the scope of this RFP. The Offeror shall be solely responsible for the performance of all deliverables in accordance with contract terms and scope of work.

VI. SCOPE OF WORK

The purpose of this Request for Proposal is to gather information in order to potentially enter into a contract with a Vendor(s) to add a Critical Incident Management System (CIMS) module to Texans Can's existing Student Management System application, as specified herein.

The Critical Incident Management System (CIMS) is targeted at providing District Administrators and Leaders a system to record, monitor, and provide notifications for Student, Staff and Campus incidents. The overall mission of implementing CIMS is to facilitate more informed decisions across all Campuses throughout the District, to identify any patterns of incidents and respond with needed resources/solutions, and to increase notification and response efficiencies from Campus to District.

1.0 CIMS Requirements

The proposed Critical Incident Management System module should provide:

- Incident report creation for:
 - Student Incident
 - Staff Incident
 - Student and Staff Incident
 - Campus Incident

- Incident reports interface shall include informational fields, such as,
 - student/staff/campus general information
 - incident type
 - field to specify # hours in which attention to incident is needed
 - notes field to describe incident in detail
 - action taken, including, but not limited to,
 - Police intervention
 - CPS intervention
 - EMS intervention
- Incident reports interface shall detail pre-defined incident(s) for user to select all that apply. Pre-defined incidents include: bullying, drugs, aggression to staff, suicidal ideation/self-injury, theft, weapon(s), aggression to student, sexual behavior, fighting, gang-related, possession of missing property, inappropriate language, harassment, hate crime, property destruction, and left school without permission.
- Incident report interface should allow for attachment of files (ex. documents, pictures, etc.) to the particular incident report
- Incident report should convert to PDF format for printing and distribution purposes.
- Automatic email notifications for various user levels (categorized by incident type). Types of email notifications:
 - Initial Incident Notification – sent when incident is Opened
 - Incident In Progress – sent when the incident status is set to In Progress
 - Incident Closed – sent when incident status is set to Closed
 - Incident Not Yet In Progress – sent when incident has yet to be set to In Progress after expiration of specified # hours in which attention to incident is needed
- Data export capabilities to MS Excel and/or delimited text files for data analysis
- Full UI/UX design
- FERPA and ADA compliance standards
- CIMS Dashboard should show all reports created in grid format, allowing for search capabilities and, additionally, allowing for filtering by
 - Status
 - Campus
 - Incident Type
 - Incident Involved
 - Date

2.0 General Technical Requirements

- The Critical Incident Management System should be compatible with Texans Can's existing technical environment.
- All aspects of the proposed additions should be fully web-accessible and browser-based using the most popular browsers (i.e., Google Chrome, Microsoft Internet Explorer 8.0 and higher, Safari, and Mozilla Firefox).
- No aspect of the application should require any local client installation on the user device.

3.0 Implementation and Training

The Vendor shall describe in detail all project planning, implementation and training requirements, with roles of Texans Can and the Vendor clearly identified. Implementation services included as part of this project serve to ensure that the application is fully configured and ready for use by Texans Can staff.

Training offerings and agendas are to be included as well, with the target audience, the duration of each training, and any maximum number of attendees detailed in the response.

4.0 Project Staff

The Proposal Statement is to include proposed staffing of personnel to be assigned to this project. The Offeror shall provide information as to the qualifications and experience of all personnel to be assigned to this project.

4.1 Outsourcing

The Offeror must detail the manner in which it intends to utilize resources or workers located outside of the United States; and Texans Can will evaluate the additional risks, costs and other factors associated with such utilization to make the award for this proposal, as deemed to be in the best interest of Texans Can.

5.0 Ongoing Support

The Vendor should specify the provisions and cost of the post-implementation support contracts (i.e. customer support, maintenance, and technical support) available to Texans Can, including any initial support period that is included in the price of the Vendor's proposal.

The proposed solution shall detail Texans Can's ability to obtain direct Customer Support, as well as any associated costs of Customer Support contracts following any initial support period included in the price of the Vendor's proposal.

6.0 Licensing

The proposed solution shall provide a full description of all licensing conditions to include system upgrades and the terms under which future users may be added. The proposed solution should also define licensing terminology, such as "user/s" (e.g., concurrent, seats).

7.0 Project Timeline

The District requires the selected Vendor to begin implementation of the new system immediately upon contract award. Texans Can would like the system to be fully functional by Monday, May 6, 2019.

VII. REQUIRED FORMS

The attached forms **must** be completed, signed and submitted with your proposal. Failure to do so may render the proposal non-responsive or unacceptable.

FEE PROPOSAL

Service Area - with brief description	Unit of Measure (day/hour)	Expected Units to Complete	Fee/Cost per Unit (\$)

Texans Can acknowledges that should the requirements or scope of the project change, a corresponding change to the proposed fee might be appropriate.

NOTE: Vendors may not collaborate with any other Vendor in preparing his/her Fee Proposal.

PROFESSIONAL REFERENCE FORM

Please complete this form and submit with your response. A minimum of three (3) professional references should be included. Please ensure the accuracy of the reference information provided.

Company Name:		
Address:		
Contact Name:	Phone:	E-mail:

Company Name:		
Address:		
Contact Name:	Phone:	E-mail:

Company Name:		
Address:		
Contact Name:	Phone:	E-mail:



America Can! dba Texans Can Academies

325 W. 12th Street, Dallas, TX 75208

214-944-1985; 214-944-1973 (fax) www.TexansCan.org

Board of Trustees

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Grant East

Founder/President Emeritus

OUR MISSION...*To provide the highest quality education for all students, especially for those who have struggled in a traditional high school setting, in order to ensure their economic independence.*



VENDOR APPLICATION PACKET

Texans Can Academies
Purchasing Office 2nd Floor
325 W 12th Street
Dallas, TX 75208
Phone: 214-944-1985 Fax: 214-946-3995
purchasing@texanscan.org

Vendor/Company Name: _____

Submission Date: _____

Submission of the vendor application is used to establish a database of interested vendors and **does not guarantee approval** to provide goods and/or service. Please ensure your completed application documents include the vendor information form, the completed product categories list, the W-9 form and the Conflict of Interest form. Incomplete packets will not be included in the district vendor database.

It is the responsibility of each vendor to notify Texans Can Academies Purchasing Department regarding any change of address.



Conflict of Interest Local Disclosure

Vendor: _____

Address: _____ City, ST, Zip: _____

1. Are you or an immediate family member, now or were formerly, employed by the Texans Can Academies?
___ Yes ___ No If yes, please explain below.

2. Are you or an immediate family member, now or were formerly, related to an employee or trustees of the Texans Can Academies?
___ Yes ___ No If yes, please explain below.

3. Do you or an immediate family member have a financial, business, or personal interest in a business or organization with which the Texans Can Academies does business or expects to do business or with a business or organization receiving payments from the Texans Can Academies for property, goods or services?
___ Yes ___ No If yes, please explain below.

4. Have you or an immediate family member been a party to or involved in contractual transactions with the Texans Can Academies within the past three years?
___ Yes ___ No If yes, please explain below.

5. During the past five years, have you been convicted in a criminal proceeding or are you now or have been the named subject of a criminal proceeding, lawsuit, or other offenses that might be deemed material to evaluating your ability, your integrity or interests with respect to Texans Can Academies?
___ Yes ___ No If yes, please explain below.

Signature: _____ Date: _____

Representative Name: _____, Position: _____

PLEASE FEEL FREE TO ADD PRODUCTS AND/OR SERVICES YOU PROVIDE IF NOT INCLUDED IN THE LIST BELOW

VENDOR PRODUCT CATEGORIES

(Please check ALL that apply)

- | | |
|--|---|
| <input type="checkbox"/> Asbestos abatement | <input type="checkbox"/> Printing services |
| <input type="checkbox"/> Athletic supplies & equipment | <input type="checkbox"/> Printed business forms |
| <input type="checkbox"/> Athletic uniforms | <input type="checkbox"/> Promotional materials |
| <input type="checkbox"/> Audio/Visual supplies, equipment, services | <input type="checkbox"/> Safety equipment and supplies |
| <input type="checkbox"/> Automotive repair parts and equipment | <input type="checkbox"/> Security system equipment |
| <input type="checkbox"/> Automotive services | <input type="checkbox"/> Security services |
| <input type="checkbox"/> Award items | <input type="checkbox"/> Sound system equipment |
| <input type="checkbox"/> Books and workbooks | <input type="checkbox"/> Sound system repair parts |
| <input type="checkbox"/> Building materials, supplies | <input type="checkbox"/> Sound system services |
| <input type="checkbox"/> Catering services | <input type="checkbox"/> Telephone systems and equipment |
| <input type="checkbox"/> Chartered transportation | <input type="checkbox"/> Telephone repair services |
| <input type="checkbox"/> Classroom instructional supplies | <input type="checkbox"/> Uniforms (staff and student) |
| <input type="checkbox"/> Classroom furniture | <input type="checkbox"/> Vehicles |
| <input type="checkbox"/> Computer equipment, supplies, furniture | <input type="checkbox"/> Vending equipment and products |
| <input type="checkbox"/> Computer software | <input type="checkbox"/> Wall coverings |
| <input type="checkbox"/> Computer repair parts and services | <input type="checkbox"/> Yard/landscape equipment |
| <input type="checkbox"/> Concrete work | <input type="checkbox"/> Yard/landscape supplies, materials |
| <input type="checkbox"/> Counseling and guidance materials | <input type="checkbox"/> Yard/landscape services |
| <input type="checkbox"/> Electrical parts and supplies | _____ |
| <input type="checkbox"/> Electrical services | _____ |
| <input type="checkbox"/> Floor care equipment and supplies | _____ |
| <input type="checkbox"/> Graduation materials and supplies | _____ |
| <input type="checkbox"/> HVAC repair parts, supplies, equipment | _____ |
| <input type="checkbox"/> HVAC services | _____ |
| <input type="checkbox"/> Industrial equipment, tools, supplies | _____ |
| <input type="checkbox"/> Library books and supplies | _____ |
| <input type="checkbox"/> Library furniture and equipment | _____ |
| <input type="checkbox"/> Locks | _____ |
| <input type="checkbox"/> Lockers | _____ |
| <input type="checkbox"/> Maintenance supplies and equipment | _____ |
| <input type="checkbox"/> Maintenance services | _____ |
| <input type="checkbox"/> Magazines | _____ |
| <input type="checkbox"/> Maps and globes | _____ |
| <input type="checkbox"/> Medical equipment and supplies | _____ |
| <input type="checkbox"/> Office equipment and supplies | _____ |
| <input type="checkbox"/> Office furniture | _____ |
| <input type="checkbox"/> Painting, painting equipment and supplies | _____ |
| <input type="checkbox"/> Painting services | _____ |
| <input type="checkbox"/> Pest control services and supplies | _____ |
| <input type="checkbox"/> Plumbing repair parts, supplies and equipment | _____ |
| <input type="checkbox"/> Plumbing services | _____ |

VENDOR APPLICATION FORM

Vendor/Company Name:

Contact:

Vendor Address:

City: _____ State: _____

Zip: _____

E-mail: _____ Phone: _____

Fax: _____

Bid Department: (if different from above)

Contact:

Address:

City: _____ State: _____

Zip: _____

E-mail: _____ Phone: _____

Fax: _____

Purchase Order Address: (if different from above)

Contact:

Address:

City: _____ State: _____

Zip: _____

E-mail: _____ Phone: _____

Fax: _____

Payment information: (if different from above)

Contact:

Address:

City: _____ State: _____

Zip: _____

E-mail: _____ Phone: _____

Fax: _____

Social Class Designation:

Small
 Supplier Fair-Invitation
Certified

Woman Owned
 Minority Owned

Other
 CMBL

Are you a member of any of these Co-ops?

US Communities Government Purchasing Alliance
 National Cooperative Purchasing Alliance (NCPA)
(HCDE)

Educational Purchasing Cooperative of North Texas (EPCNT)
(DIR)

Purchasing Association of Cooperatives Entities (PACE)
System

State Purchasing – Texas Comptroller of Public Accounts
(TCPN)

All Education Services Centers Texas Regions 1-20

Texas Buy Board Vendors

Harris County Department of Education

Department of Information Resources

Cooperative TIPS/TAPS Purchasing

The Cooperative Purchasing Network

Prospective vendors must complete and return this application along with W-9 and Conflict of Interest Forms in order to be added to the district database of vendors and does not guarantee approval to provide goods or services.

Please complete and return this form along with the Vendor Product Categories form and the completed W-9 and Conflict of Interest form to:

Texans Can Academies
Purchasing Office, 2nd Floor
325 W. 12th Street
Dallas, TX 75208
www.texanscan.org

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Texans Can Officers and Board Members

Rudy Oeffering
Michael T. Casey
Fred Ertz
Anna Torres
Regina M. Thompson
Dale W. Young
Michelle A. Rankine
Jose Maldonado
Richard A. Marquez
James Ponce
Marian P. Hamlett
Daniel Cahalen
Pamela Carroll
Malcolm Wentworth

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 or Board Member

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