



COMPETITIVE SOLICITATION BY:
TEXANS CAN ACADEMIES

REQUEST FOR PROPOSAL (RFP) FOR
ONLINE CREDIT RECOVERY SYSTEM
RFP #201901-CRS
PUBLICATION DATE: TUESDAY, APRIL 9, 2019

PROPOSAL STATEMENT SUBMITTAL DEADLINE:
TUESDAY, APRIL 30, 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 soliciting Proposal Statements for an Online Credit Recovery System that offers students an efficient program to gain standards mastery and acquire course credits for educational gaps, areas requiring remediation, and even acceleration opportunities. Proposal Statements must be submitted in sufficient time to be received and time-stamped at the below location on or before the published date and time shown on the RFP. 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 #201901-CRS and mailed to:

Texans Can Academies
Attention: Marian Hamlett
RFP #201901-CRS
325 West 12th Street
Dallas, Texas 75208

Proposal Statements will be received at the above address until 3:00 PM CST, Tuesday, April 30, 2019. Proposal Statements 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.

There will be a non-mandatory RFP Conference on Monday, April 22, 2019 at 1 PM CST at 325 West 12th Street, Dallas, Texas 75208. Prospective attendees are *required* to RSVP to: purchasing@texanscan.org

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 not withstanding 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 an Online Credit Recovery System that offers students an efficient program to gain standards mastery and acquire course credits for educational gaps, areas requiring remediation, and even acceleration opportunities.

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 an Online Credit Recovery 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/solutions specified in this RFP during the period of the contract.

1.2.3 Texans Can may increase or decrease project specifications during the contract period providing written notice to the Vendor.

1.2.4 All requirements/solutions stated in this RFP 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 solution 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 solution(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 from the scope of products, services, and/or work, and shall submit those changes 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 #201705-CRS. 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 #201705-CRS
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 #201705-CRS. 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 otherwise specified 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 of purchasing the application software, 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 (if applicable)

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.

A non-mandatory RFP Conference will be held Monday, April 22, 2019 at 1 PM CST at 325 West 12th St., Dallas, Texas 75208. Prospective attendees are required to RSVP to: purchasing@texanscan.org

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) for an Online Credit Recovery System that encompasses the requirements and specifications detailed in this Scope of Work.

The overall mission of an Online Credit Recovery System at Texans Can is to offer students an efficient program to gain standards mastery and acquire course credits for educational gaps, areas requiring remediation, and even acceleration opportunities. With these goals in mind, Texans Can is seeking a solution with a prescriptive/analytical component, integration with the current student information system, and proper training in the system's full and effective use.

1.0 General Requirements

The proposed Online Credit Recovery System should provide:

- Curriculum that meets State and Federal education compliance standards
- FERPA, ADA compliance standards
- Interface for authenticating and accessing username and password login protocols
- Interface for scheduled automatic data integration of current student information system (SIS)

2.0 Functional Requirements

The selected Online Credit Recovery System should allow for features including, but not limited to:

- Creating personalized student content with pre-tests that assess prior knowledge and begin unit where deficiency lies
- Providing multiple types of instruction for different learning types
- Featuring reading/writing/comprehension content access for English Language Learners and other students struggling with literacy
- Offering a wide-range of assessments and reporting to inform teacher of student's progress
- Allowing for teachers and students to chat via application when both are logged on
- User-intuitive; easy for students to use and feel comfortable with. Students should feel supported by the application, not pressured by the prompts.

3.0 Technical Requirements

- The system should provide TEKS aligned courses to support students in recovering and gaining credits. Additionally, the system should be able to customize each course to fit Texans Can's scope and sequence. The customization of each course MUST be drive-based on TEKS, Units, or Topics.
- Live Academic Support: The system should provide real time help during regular hours from 7:30 AM to 7:00 PM CST. The application should be able to allow students to connect electronically through their work stations with a tutor or teacher on hand to solve any questions on any topic that they may have for any of the core subjects (Math, English Language Arts, Science, Social Studies, and small number of our elective courses). This tutoring capability will provide students immediate help when working through content. This live service provides personalized 1:1 tutoring, designed to drive measured student gains.

- All aspects of the Online Credit Recovery System 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).
- The application should be accessible via Windows, Android, and iPad tablets and mobile devices.
- The application should not require any local client installation on the user device.
- Texans Can should have access to a User Management module to allow for adding/deleting users, as appropriate.
- Any technical specifications need to be defined to meet the capacity to support 14 campus locations and approximately 750 licenses.
- The process for performing application updates should be defined. This includes any updates necessary to comply with all federal, state, and local accountability and reporting mandates.
- Descriptions of security controls used to govern usage by Texans Can personnel and students must be detailed to prevent unauthorized use of the application.
- Texans Can's current SIS is provided by PowerSchool - (eSchoolPLUS) The system should be able to communicate with PowerSchool to automatically generate new enrollees. This communication can occur through API or FTP Pull and Push reports.
- Texans Can is also currently using an internal capability named SMS that needs a daily communication with the system acquired to transfer student grades and completed courses.
- User management: The system should be able to allow the District head to determine the rights for each role inside of the application.
- The application should be able to offer online dual credit courses that are accredited and have been approved by a certifying credited agency. These dual enrollment courses range from general education classes to individual courses that can help students find their purpose before attending college.

3.1 Reports

There are some general reporting capabilities required for any Credit Recovery System acquired by Texans Can, with the information/data downloadable via an Excel or CSV file. Below are some of the basic reports/information required.

- Shows administrators course progress for all students in each course by decile percentage
- Details the percentage of course completion along with the current scores for completed assignments
- Shows administrators the number of students who are behind, on target, or who have not yet started a course
- Monitors student grades at the assignment, unit, and course levels, along with time-on-tasks metrics
- Displays teachers' daily to-dos for their students
- Shows the course grade and percentage complete by course for all the members of a selected group of students
- Shows how the average course grade and percentage for a selected group by enrollment
- Details Student Login/Logout Times - specifically how much time students spend logged into their student accounts with a detailed log of students' daily activity in their courses
- Shows a summary calculating student time-on-task for each enrolled course over a specified

time frame

- Provides all student assignments for courses along with their due dates
- Offers a comprehensive look at all student scores, progress, and time-on-task
- Monitors student scores unit-by-unit, along with their cumulative scores for completed units
- Shows changes to student assignment grades and what user made the change
- Tracks users time spent in the system and log in/out times

4.0 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 identified, the duration of each training, and any maximum number of attendees, detailed in the response.

The suggested implementation and training schedule follows:

- Implementation Meeting & Preparation: District review of implementation plans, goals, structure, and set-up of the system to address all student populations.
- Curriculum Review & Course Customization: Designated staff receives comprehensive training regarding implementation models and usage of the system. Review approved implementation plan and District program/instructional goals. Provide time to review courses and strategies. Determine criteria and timelines for progress monitoring, reporting, and course completion. Provide training to new teachers that are hired during the year and suggest best practices to achieve Texans Can credit recovery goals.
- Product Training: Webinar sessions during Staff planning periods including: Providing best practices, coaching and implementation support, Q & A to address questions, support for users who may require follow up.
- Mid-Year Review: Present and review Course Data Report, identify program success and any challenges to date, use data to determine student usage and impact on programs. Provide recommendations and implementation next steps to achieve desired goals.
- End-of-Year Review: Present and review Course Data Report, identify program successes and challenges during academic year, use data to determine impact on programs, review site settings in preparation for summer school, discuss recommendations and next year's implementation goals.

5.0 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.

5.1 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.

6.0 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.

Ongoing Customer Support is an important feature of the awarded Online Credit Recovery System. As such, the proposed solution shall detail Texans Can's ability to obtain direct Customer Support for teachers and administrators of Credit Recovery courses, as well as any associated costs of Customer Support contracts following any initial support period included in the price of the Vendor's proposal.

7.0 Licensing

Current licensing needs stand at around 750 users, with annual growth anticipated throughout Texans Can's various campuses. 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).

8.0 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, and all appropriate District staff fully trained, by the beginning of the 2019-2020 school year.

VII. REQUIRED FORMS

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

1. Fee Proposal
2. References
3. Felony Conviction Notification
4. Vendor Application Packet (Attached)

FEE PROPOSAL

Service Area - with brief description	Unit of Measure (specify day/hour /month/year, etc.)	Expected Units to Complete	Fee/Cost per Unit (\$)	Estimated Cost	Recurring Cost (Y/N)
Software fees					
Implementation services					
Training/Support services					
Maintenance services					
Third-party software/hardware (if required)					
Licensing fees					
Other:					
Other:					
Other:					

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 their 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:

TEXANS CAN ACADEMIES FELONY CONVICTION NOTIFICATION

The Texas Education Code, Section 44.034(a) states that 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 the felony.

Furthermore, Section 44.034(b) states that a school District may terminate a contract with a person or business entity if the District determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract.

Lastly, Section 44.034(c) states that this section does not apply to a publicly held corporation.

- () My firm is a publicly held corporation, therefore this 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: _____

Description of conduct resulting in a felony: _____

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

Name of Offeror:	
Authorized Company Official's Name:	
Authorized Company Official's Title:	
Signature:	Date: