



Competitive Solicitation by
Texans Can

Request for Qualifications (RFQ) for
Various Consulting Services and Solutions
RFQ #8-2019

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I. NOTICE TO PROPOSERS

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 see our website at <http://texanscan.org/>

Texans Can is soliciting Qualification Statements for the products, services and solutions per the specifications stated in this solicitation document. Qualification Statements shall be submitted in an envelope marked on the outside with the offeror's name and address and Qualification Statement number RFQ #8-2019 to:

Texans Can
Attention: Marian Hamlett
RFQ #8-2019
325 West 12th Street
Dallas, Texas 75208

Qualification Statements will be received at the above address until 4:00 PM CDT, May 31, 2020. Qualification Statements will be opened as received.

Qualification Statements must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFQ. Vendors must submit sealed Qualification Statements together with any material required by this RFQ by the time and date specified. Failure to provide the requested information in its entirety may be grounds for disqualification of response.

Texans Can reserves the right to accept or reject any or all responses, to waive technicalities and to accept the qualification deemed to be the most advantageous to Texans Can.

II. INSTRUCTIONS TO OFFERORS

1.0 General

The following instructions are intended to afford offerors an equal opportunity to participate in the Qualification 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/qualification statement) is submitted will be construed by Texans Can to indicate that the offeror agrees to carry out the furnishing of products, services and solutions in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.

1.3 Any explanation desired by an offeror regarding the meaning or interpretation of these instructions or any other RFQ documents must be requested by e-mail to Purchasing@texanscan.org. Inquiries must be submitted no later than 3 (three) business days

prior to the submittal deadline date. Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFQ if such information is necessary to offerors in submitting Qualification Statements or if the lack of such information would be prejudicial to uninformed offerors.

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 will be made by Texans Can. An authorized employee of Texans Can will make modifications to contracts/agreements. If a vendor acts on the guidance of a Texans Can 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 Texans Can's procurement official for this contract is Marian Hamlett. Questions regarding specifications may be directed to Marian Hamlett by e-mail at Purchasing@texanscan.org.

1.6 The terms *offeror*, *contractor*, *proposer*, *vendor*, and/or *bidder* refer to the person/firm that submits the offer to this solicitation document.

2.0 Scope of Work

Offerors are expected to examine the scope of work, standard provisions and all instructions. Failure to do so will be at the offeror's risk. Any offer not submitted in accordance with Section VI. Forms may be considered to be non-responsive.

3.0 Information Required

Each offeror shall furnish the information required by the RFQ documents. The offeror shall sign the Offer Form and the Felony Conviction Notification and return with the offer. Erasures or other changes must be initialed by the person signing the documents. Qualification Statements signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to Texans Can.

4.0 Submissions of Qualified Statements

Sealed Qualification Statements shall be submitted in an envelope marked on the outside with the offeror's name and address and the RFQ number/name. Qualification 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 RFQ. Qualification Statements received after the published time and date cannot be considered and will be destroyed or held for pickup by the offeror. Qualification Statements may be delivered to:

Texans Can
Attention: Marian Hamlett
RFQ #8-2019
325 West 12th Street
Dallas, Texas 75208

Please return only the offer forms and affidavits unless exceptions to the proposal document itself are made.

5.0 Discussions/Negotiations

Discussions/negotiations may be conducted with offerors who are deemed to be within the final competitive range; however, Texans Can 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 submission. The final offer is subject to the same submittal format requirements and deadline requirements as the original offer, unless otherwise stated by Texans Can.

6.0 Modifications or Withdrawal of Qualification Statements

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

7.0 Opening Qualification Statements

All Qualification 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 Qualification 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 Qualifications and Proposal

Texans Can is accepting Request for Qualifications for qualified individuals/firms to provide the following services:

- Teacher and principal effectiveness
- Community liaison
- Teacher and principal training
- Instructional coach effectiveness
- Leadership training
- Campus Improvement Plan development
- Gang Prevention
- Parental Involvement
- Public Relations
- Enrollment and recruitment of students

- Enrollment and recruitment of students
- Various

It is the intent of Texans Can to award "Approved Vendor" status for the aforementioned categories. The term of the contract will range from one (1) to five (5) years, depending on the services awarded under this contract.

1.1 This RFQ is in six (6) parts/sections: I. Notice to Offerors; II. Instructions to Offerors; III. General Conditions; IV. Responsibilities of Offerors; V. Scope of Work; and VI. 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 award for the services specified

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 RFQ during the period of this 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 in this contract are considered estimates only, and will not necessarily be purchased by this contract.

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

2.0 Conditions of Agreement

The conditions of agreement consist of the following and in the event of conflicting provisions, the order of importance is:

1. Contract Specification (Section V.)
2. Responsibilities of Offeror (Section IV.)
3. Instructions to Offerors (Section II.)
4. General Conditions (Section III.)
5. Notice to Offerors (Section I.)
6. Forms (Section VI.)

3.0 Qualification Statement Submittal

A signed, submitted qualification statement constitutes an offer to perform the work and/or deliver the product(s) or solutions specified in the solicitation.

4.0 Scope of Services

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

5.0 Criteria for Selection

The Vendor selected for an award will be the Vendor whose Qualification Statement, as presented in the response to this RFQ, is the most advantageous to Texans Can. Texans Can is not bound to accept the lowest priced Qualification Statement if that is not in the best interest of Texans Can. Detailed Vendor evaluation criteria can be found in Exhibit A-H.

6.0 Selection Process

Texans Can will award contracts based upon the Qualification Statement receiving the highest combined point total as seen in the Evaluation Matrix located in Exhibit A-H. Contracts may be awarded on a lump sum or unit price basis. In determining the "best value" or "qualified" offer Texans Can will consider other factors such as: compliance with the RFQ documents, suitability, cost of operations, cost of maintenance, delivery requirements, training requirements, warranties, availability of Vendor, past performance, and any other factors Texans Can deems necessary to evaluate a response in addition to the criteria listed in this RFQ.

7.0 Submission of Response

A submission of response to this RFQ indicates Vendor's acceptance of Texans Can's evaluation technique. Texans Can reserves the right to award a Vendor as a secondary source. Upon award, Vendor understands prompt payment or cash discount period will start immediately from date of acceptance of an invoice by Texans Can or from date of receipt of acceptable products, whichever is later.

8.0 Reservation of Rights

Texans Can expressly reserves the right to:

1. Reject or cancel any or all Qualification Statements;
2. Waive any defect, irregularity or informality in any Qualification Statement or RFQ procedure;
3. Waive as an informality, minor deviations from specifications at a lower price than other Qualification 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 RFQ;
5. Consider and accept an alternate Qualification Statement as provided herein 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 RFQ before responses are submitted.

9.0 Acceptance

Acceptance of an offeror's proposal for service agreements will be by letter of acceptance. Unless the offeror specifies otherwise in his/her proposal, Texans Can may award agreements for any item or group of items shown on the RFQ.

10.0 Termination

Texans Can shall have the right to terminate for default all or any part of this 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.

11.1 Texans Can have the right to terminate this 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.

11.2 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".

11.0 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 RFQ shall not be relevant to determine the meaning of this RFQ even though the accepting party has knowledge of the performance and opportunity for objection.

12.0 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 and solutions identified in this RFQ. Applicable laws and regulation must be followed even if not specifically identified herein.

13.0 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. 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).

14.0 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 (hereinafter "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 (hereinafter "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. Proposer does not warrant against infringement by reason of the 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 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.

15.0 Use by Other Government Entities

The Texas Education Code 44.031(a)(5) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. As such, Texans Can has executed Interlocal Agreements. The successful Vendor(s) has the option to provide products, services and solutions to any other participant in the cooperative.

16.0 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 the participating entity 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.

17.0 Reproduction, Distribution, Assignment and Delegation

Copies of this Request For Qualification Statement document may be reproduced for convenience in collaborating or working with other individuals in the company submitting the proposal; however, the Vendor registered as the plan holder must submit his/her Qualification Statement on the original Request For Qualification Statement document. NOTE: Vendors may not collaborate with any other vendor in preparing his/her proposal.

Texans Can 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 vendors qualified to provide the goods and/or services required in this document.

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

IV. RESPONSIBILITIES OF OFFERORS - TERMS AND CONDITIONS

1.0 General Information

The RFQ process is an open and fair interactive negotiation process. Texans Can 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.

Texans Can reserves the right to add, suspend or delete Vendors throughout the term of this contract.

2.0 Offer Submittal

Vendors should provide the following:

- 1) A summary of the services that will be provided and expected number of hours to achieve objectives
- 2) A comprehensive list of specific measurable objectives for each of the services provided
- 3) A description of the formative and summative evaluation reports indicating measurable progress.
 - a. Describing the formative evaluations that will be provided with each invoice indicating specific measurable progress.
 - b. Describing the summative evaluations that will be provided with the final invoice indicating specific measurable progress.

Vendors are required to submit a response as specified in this RFQ in Section VI. Forms. Do not include any miscellaneous information, such as marketing materials, unless specified otherwise by Texans Can. Failure to adhere to response guidelines may result in removal of the Vendor. In addition, any response received after the deadline will result in removal of the Vendor.

3.0 Opening of Responses

All responses shall be opened in the manner in which they were received. All responses will be kept confidential until the award is final. After award 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.

V. EVALUATION OF QUALIFICATIONS

The following criteria will be used to evaluate the proposals

DESCRIPTION		POINTS
1.	Price of goods and services and total cost	20
2.	Reputation of the consultant/vendor	20
3.	Quality of the vendor's goods or services	10
4.	The extent to which the services meet Texans Can's needs	30
5.	The vendor's past relationship with Texans Can	15
6.	Demonstration of commitment to Texans Can mission statement	5
		<u>100</u>

VI. SPECIFICATIONS

The purpose of this Request for Qualifications is to gather information in order to potentially enter into a contract with a Vendor(s) for the specified services herein. Texans Can seeks to cultivate one or multiple Vendors to provide the following services:

- Teacher and principal effectiveness
- Community liaison
- Teacher and principal training
- Instructional coach effectiveness
- Leadership training
- Campus Improvement Plan development
- Gang Prevention
- Parental Involvement
- Public Relations
- Enrollment and recruitment of students
- Various

EXHIBIT A- TEACHER AND PRINCIPAL EFFECTIVENESS

ORGANIZATIONAL NEED: Texans Can is seeking qualified Vendors to improve teacher and principal effectiveness while improving overall student academic performance.

SCOPE: Vendor shall provide an accurate listing and scope of services and solutions they are able to offer to meet the following:

- 1) Teacher effectiveness
 - a. Prepare teachers to be successful with the campus student population
 - b. Provide comprehensive training, membership and professional collaboration opportunities
- 2) Principals and assistant principals' effectiveness
 - a. Guide principals in effective leadership skills and team cohesiveness
 - b. Provide comprehensive ways to integrate student achievement data, usable feedback and continuous improvement in the planning process.
 - c. Recommend and provide professional development to improve productivity

EXHIBIT B - TEACHER AND PRINCIPAL TRAINING

ORGANIZATIONAL NEED: Texans Can is seeking qualified Vendors to instruct teachers and principals with the goal of improving overall student academic performance.

SCOPE: Vendor shall provide an accurate listing and scope of services and solutions they are able to offer to meet the above mentioned organizational need.

EXHIBIT C - INSTRUCTIONAL COACH EFFECTIVENESS

ORGANIZATIONAL NEED: Texans Can is seeking qualified Vendors to improve instructional coach effectiveness while improving overall student academic performance.

SCOPE: Vendor shall provide an accurate listing and scope of services and solutions they are able to offer to meet the following:

Instructional coaches' effectiveness

- a. Provide feedback to instructional coaches based upon the following:
 - i. Multiple observations and individual conferences
 - ii. Teacher self-assessment
 - iii. Student feedback
- b. Develop and implement training sessions in building relationships
- c. Provide support for instructional coaches' job responsibilities

EXHIBIT D - LEADERSHIP TRAINING

ORGANIZATIONAL NEED: Texans Can is seeking qualified Vendors to improve leadership training for campus and corporate staff improving overall student academic performance.

SCOPE: Vendor shall provide an accurate listing and scope of services and solutions they are able to offer to meet the above mentioned organizational need.

EXHIBIT E – CAMPUS IMPROVEMENT PLAN DEVELOPMENT

ORGANIZATIONAL NEED: Texans Can is seeking qualified Vendors to assist in the development of its campus improvement plans.

SCOPE: Vendor shall provide an accurate listing and scope of services and solutions they are able to offer to meet the following:

Campus Improvement Plans

- a. Assist campuses with developing campus improvement plans
- b. Develop and implement training sessions on how to create effect campus improvement plans

EXHIBIT F – GANG PREVENTION

ORGANIZATIONAL NEED: Texans Can is seeking qualified Vendors to assist in preventing gang involvement on our campuses.

SCOPE: Vendor shall provide an accurate listing and scope of services and solutions they are able to offer to meet the following:

Gang Prevention Program

- a. Monitor posting on social media
- b. Engage neighborhood leadership
- c. Establish a violence free zone
- d. Train staff and students

EXHIBIT G – PARENTAL INVOLVEMENT

ORGANIZATIONAL NEED: Texans Can is seeking qualified Vendors to assist in strengthening parental involvement our campuses.

SCOPE: Vendor shall provide an accurate listing and scope of services and solutions they are able to offer to meet the following:

Parental Involvement

- a. Promote parental involvement
- b. Train parents, in English and Spanish, about their role in their children's education

EXHIBIT H – PUBLIC RELATIONS

ORGANIZATIONAL NEED: Texans Can is seeking qualified Vendors to assist in media and public relations for our campuses and to help promote the mission of Texans Can Academies throughout the state of Texas.

SCOPE: Vendor shall provide an accurate listing and scope of services and solutions they are able to offer to meet the following:

Public Relations

- a. Develop a strategic public relations plan for the organization
- b. Manage crisis communications
- c. Develop proactive communications materials for distribution to media outlets

EXHIBIT I – COMMUNITY LIAISON

ORGANIZATIONAL NEED: Texans Can is seeking qualified Vendors to create a strategy to keep Texans Can and manage a value added employee evaluation process and instrument.

SCOPE: Vendor shall provide an accurate listing and scope of services and solutions they are able to offer to meet the above mentioned organizational need.

EXHIBIT J – ENROLLMENT AND RECRUITMENT OF STUDENTS

ORGANIZATIONAL NEED: Texans Can is seeking qualified Vendors to assist in recruiting students for Texans Can Academies and aiding in enrollment of recruited students.

SCOPE: Vendor shall provide an accurate listing and scope of services and solutions they are able to offer to meet the above mentioned organizational need.

EXHIBIT L – OTHER CONSULTING SERVICES

ORGANIZATIONAL NEED: Texans Can is seeking qualified Vendors to assist in other needs of the organization.

SCOPE: Vendor shall provide an accurate listing and scope of services and solutions they are able to offer, such as follows:

- Support and project management for various information technology projects
- Fund raising assessment
- College and career consultant
- Strategic plan development
- E-Rate consulting services
- Student nutrition services

VII. Forms

All responses must include the Forms provided in this Section. All Forms must be signed by an authorized representative or by persons who have the legal authority to bind the Offeror.

1.0 Required Forms

1. Vendor Application Form (SEE ATTACHED)
2. Fee Proposal
3. Felony Conviction Notice
4. References
5. A resume outlining the respondent's experience demonstrating how the response meets the general and specific requirements of professional service.

Vendors failing to include all necessary forms and requirements in a response may be considered non-responsive and may not be evaluated. In addition, providing any information that is not required in a response, such as marketing materials, may be grounds for rejection of any response. Texans Can reserves the right to reject any proposals. No contract is implied solely by the submission of a response to this RFQ.

Fee Proposal

Name: _____

Service Area – brief description	Unit of Cost (day/hour)	Expected Hours 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.

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: _____

Name: _____
Description of conduct resulting in 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.

Vendor's Name: _____

Authorized Company Official's Name: _____

Authorized Company Official's Title: _____

Date _____ Signature _____

Professional Reference Form

Please complete this form and submit with your response. A minimum of three references should be included.

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