



RFP SDSS 24-25
Student Data Summary Software

NOTIFICATION OF REQUEST FOR PROPOSAL

EDUCATION SERVICE CENTER REGION 12

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The Education Service Center Region 12 is soliciting proposals for the products/services per the specifications stated elsewhere in this document. The time period of the awarded contract(s) will be from **September 1, 2024 to August 31, 2025**.

PROPOSALS MUST BE RECEIVED NO LATER THAN
3:00 PM, CST, **June 5, 2024**

The respondent shall submit one (1) original proposal submittal and all supporting documentation and one (1) duplicate proposal and supporting documentation. Notate "copy" on the duplicate proposal and supporting information.

Any proposal received after such time will not be considered and will be returned unopened. Proposals will be received by:

Education Service Center Region 12
Attn: Business Office/**SDSS 24-25**
2101 W. Loop 340
Waco, TX 76712

In the Instructions to Proposers "bid" shall mean "offer" or "proposal" and "bidder" shall mean "offeror" or "proposer". Notice is hereby given that the Education Service Center Region 12 hereinafter will be referred to as ESC Region 12.

This Proposal included the following:

Section I - Instructions to Proposers

Section II - Bid Specifications

Section III – ESC 12 Representations and Certifications



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Section I

IT SHALL BE THE VENDOR'S RESPONSIBILITY TO REVIEW AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS PROPOSAL AS OUTLINED HEREAFTER

1. Statement of Inclusion/Applicability

The Instructions to Proposers are applicable to all Request for Proposals issued by the ESC Region 12, and by this inclusion, they become an integral part of any contract which is awarded, or purchase order which is issued in association with this Request for Proposal.

2. Bid Preparation and Submission Procedures

Request for Proposals will be received until the deadline indicated in the Notification of the Request for Proposal.

Each proposal must be submitted in a **SEALED** envelope. The outside of the envelope (or other package or container) must bear the following information in clear and legible form:

- a. in the upper left-hand corner: print the full name and address of the bidding entity, and the name and telephone number, including the area code, of the person to contact with questions about the bid submission, and
- b. in the lower left-hand corner: "Proposal Enclosed," the proposal name, proposal number, and submission deadline indicated on the Notice of Request for Proposal.

Proposals may be submitted by U. S. Mail, common carrier, or other courier or delivery service, or by hand delivery. If forwarded by mail or other courier or delivery service, the sealed envelope, identified as indicated above, should be enclosed in another envelope addressed as specified below. Education Service Center Region 12 will not be responsible for bids or related correspondence that are missent, misdelivered, or misplaced.

Proposals may be mailed to or hand delivered to:

Education Service Center Region 12
Attn: Business Office/**SDSS 24-25**
2101 West Loop 340
Waco, Texas 76712

Bids, which are opened prior to the bid opening because of failure to adhere to the above addressing and identification criteria, will not be considered and will not be returned. Bids received after the deadline will not be accepted for consideration, and will be returned unopened. Bids received in an unsealed condition will not be considered and will not be returned. **Faxed bids or related communications will not be accepted.**



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A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must manually sign the Proposal Certification Form in ink. The person signing the proposal must indicate his/her title along with signature. **Bids received without manual signature from an authorized representative will not be considered.**

Bidders must use the bid forms provided and must submit with bid. Any change made to any written response on any of the bid documents must be made in ink by marking through the original entry and clearly entering the new information alongside the change. Changes must not be made with correction fluid. All changes must be "initialed" by the person making the change, and the name of the person who initialed the change must be noted in a footnote on the same page containing the correction. **Failure to return any document or information requested as part of the proposal response may result in the rejection of the entire bid.**

Bidders or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this Request for Proposal before submitting bids. Failure to do so will be at the bidder's own risk.

3. Addendum

In the event that any changes to this Request for Proposal occur subsequent to the mailing or other delivery of the original Request for Proposal, the changes or corrections to this Request for Proposal will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original Request for Proposal or any previous addendum. Each addendum must be acknowledged on the acknowledgment form provided with the addendum. Any required acknowledgment form must be submitted along with the submission of any bid response.

4. Withdrawals or Modification of Bid

Subject to the restrictions discussed below, the ESC Region 12 will consider a WRITTEN request from any bidder that the bidder be allowed to withdraw any bid submitted, but **ONLY IN ITS ENTIRETY**, and **ONLY UNTIL THE DUE DATE AND TIME FOR BID SUBMISSION** as stated in the Notice of Request for Proposal. A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must submit a signed letter requesting the withdrawal of any bid and the person signing the request must indicate his/her title along with his/her signature. No bid may be withdrawn after the date and time that bids are due as specified in the Notice of Request for Proposal.

If a bidder requests to withdraw a bid and the ESC Region 12 allows the withdrawal of the bid, the bidder may resubmit the bid, or submit a new bid, up until the due date and time for bid submission as stated in the Notice of Request for Proposal, provided any new submission meets all the qualifications of bid submission included in the Instructions to Proposers.

If a bidder resubmits a bid that was withdrawn and makes changes to any document in the bid package, an authorized agent of the bidder must initial all alterations made to any bid document.



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All bids in the possession of the ESC Region 12 at the time bids are due shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to withdrawal, amendment, or correction after the due date and time for bid submission as stated in the Notice of Request for Proposal.

5. Remedies for Non-Performance of Contract and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the ESC Region 12 may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this contract is extended by mutual agreement of the parties on a month to month basis beyond the expiration of the contract time period as stated in the Notice of Request for Proposal, this contract shall terminate upon the expiration of the contract term as stated in the Notice of Request for Proposal.

If any delay or failure of performance is caused by a Force Majeure event as described in the Instructions to Proposers document entitled "Force Majeure," the ESC Region 12 may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided for within the Instructions to Proposers of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

- a) the vendor's failure to adhere to any of the provisions of the Instructions to Proposers of this Request for Proposal,
- b) the vendor delivering any product(s) that fails to meet the Item Specifications included in this Request for Proposal relating to the awarded product(s)
- c) the vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the prior written approval of the ESC Region 12 Business Office,
- d) the vendor's violation of any other provision contained within the Instructions to Proposers or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the ESC Region 12 reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the ESC Region 12, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the ESC Region 12 elects to purchase other products from other sources, the ESC Region 12 will invoice the vendor for any increased costs



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to the ESC Region 12, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the ESC Region 12 terminates this contract, in whole or in part, for any reason provided for within the contract, the ESC Region 12 reserves the right to award the canceled contract, or any portion thereof, to the next lowest or best bidder as it deems such award to be in the best interest of the ESC Region 12.

Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future bids from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

6. Force Majeure

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

The ESC Region 12 will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the ESC Region 12 has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the ESC Region 12 has agreed in such writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the ESC Region

12 shall have the option to terminate this contract in accordance with the Instructions to Proposers document entitled "Remedies for Non-Performance of Contract and Contract



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Termination.” Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the ESC Region 12’s rights as provided elsewhere in this contract.

7. Bid Evaluation and Awards

ESC Region 12 reserves the right to waive any or all bidding irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of the ESC Region 12 as it perceives those interests to be in its sole discretion. Multiple vendors will be awarded when it is in the best interest of the ESC Region 12.

It is not the policy of the ESC Region 12 to purchase on the basis of low bid price alone. In evaluating the bids received and determining to which bidder(s) (if any) to award a contract, the ESC Region 12 shall consider the following: (1) the purchase price; (2) the reputation of the vendor and of the vendor’s goods and/or services; (3) the quality of the vendor’s goods or services; (4) the extent to which the goods or services meet the needs of the ESC Region 12; (5) the vendor’s past relationship with the ESC Region 12; (6) the total long-term cost to the ESC Region 12 to acquire the vendor’s goods and/or services.

The ESC Region 12 may elect to negotiate with one, two or all vendors. It will be at the ESC Region 12’s discretion as to the number and combination of vendors that will be involved in the negotiation process.

8. Non-collusion Certification

By signing this bid, the bidder certifies that, to the best of his/her knowledge:

- a) neither the bidder nor any business entity represented by the bidder has received compensation for participation in the preparation of the item specifications related to this Request for Proposal,
- b) this bid or proposal has been arrived at independently and is submitted without collusion with any other bidder, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any bidder an unfair advantage over any other bidder with respect to this bid,
- c) the bidder has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the ESC Region 12 in connection with any information or submission related to this bid, any recommendation, decision, vote, or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this bid,
- d) no attempt has been or will be made to induce any other person or entity to submit or to not submit a bid or proposal.



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The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification.

9. Confidential or Trade Secrets

If any of the information contained in vendor's proposal response is considered to be confidential or a trade secret and, if released would give advantage to a competitor or Proposer, that information should be filed with the proposal in a separate envelope marked "CONFIDENTIAL – DO NO DUPLICATE WITHOUT PERMISSION".

10. Assignment - Delegation

No responsibility or obligation created by this contract shall be assigned or delegated by the vendor without written permission from the ESC Region 12. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

11. Certifications Regarding Legal, Ethical, and Other Matters

By signing this bid, the bidder certifies that:

- a) he/she has read and understands all the Instructions to Proposers in this document, and agrees to be bound by them, and is authorized to submit bids on behalf of bidder,
- b) the bidder has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- c) the bid submitted conforms with all item specifications, the Instructions to Proposers, and any other instructions, requirements, or schedules outlined or included in this Request for Proposal,
- d) if this bid is accepted, in whole or in part, the bidding entity will furnish any item(s) awarded to them under this Request for Proposal to the ESC Region 12 at the price bid, and in accordance with the item specifications and the terms and conditions contained in this Request for Proposal,
- e) the bidding entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to bid or receive any award or contract related to this bid, and the bidder will comply with any reasonable request from the ESC Region 12 to supply any information sufficient to substantiate the bidding entity's ability to meet these minimum standards,
- f) concerning paragraph "(e)" above, the bidding entity has identified and disclosed in this written bid response any and all known or suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the bidder's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid response any such matters which do exist is a material breach of contract which will void the submitted bid or any resulting contracts, and subject the bidder to removal from all bid lists,



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- g) the bidding entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, insurance or licenses, necessary for lawful performance of its obligations under this contract,
- h) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid response are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- i) the bidding entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold the ESC Region 12 harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- j) the bid submitted complies with all federal, state, and local laws concerning these types of products or services, and the bidding entity will continue to comply with any applicable federal, state, and local laws, regulations and executive orders related to the bidding entity's activities in connection with this contract (such as but not limited to Fair Labor Standard Act, Americans with Disabilities Act, Equal Opportunity Employment Act),
- k) the bidding entity will maintain, at the bidding entity's expense, any insurance necessary to protect the ESC Region 12 from all claims for bodily injury, death, or property damage that might arise from the performance by the bidding entity or the bidding entity's employees or its agents of any service required of the bidding entity under this contract; however, the existence of such insurance will not relieve the bidding entity of full responsibility and liability for damages, injury, death, or loss as described or as otherwise provided for by law,
- l) the ESC Region 12 shall not be liable to the bidder for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the ESC Region 12 declares the bidder in default,
- m) he/she understands that signing the bid with any false statement is a material breach of contract which will void the submitted bid or any resulting contracts, and subject the bidder to removal from all bid lists, and possible criminal prosecution.

12. Equal Employment Opportunity (EEO) Disclosures

By submission of a bid, the bidder agrees that in the performance of any contract resulting from any award under this bid, the bidding entity will comply for the period of the contract with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The bidder further agrees that the proposing entity is and , during the period of any contract resulting from any award under this Proposal Invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).



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13. Venue

This agreement will be construed and governed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Waco, McLennan County, Texas.

14. Extension/Non-Appropriations Clause (Applies to Multiple Year Contracts)

The ESC Region 12 reserves the right to extend any multiple year contracts at the time of renewal if agreed upon by both parties. The ESC Region 12 reserves the right to terminate any multiple year contracts at the time of renewal at the ESC Region 12's discretion.

Any and all extension contracts are subject to the following non-appropriations clause. Non-appropriations for renewal of contract will also be in accordance with the Local Government Code 271.903 concerning non-appropriation clauses for multi-year contracts. The ESC Region 12 reserves the right to rescind the contract at the end of the fiscal year if it is determined that funding is not available to extend the contract.

15. Conflict of Interest Questionnaire

The Texas Legislature passed House Bill No. 1491 amending Chapter 176 to the Texas Local Government Code. Any person or entity who contracts or seeks to contract with ESC Region 12 for the sale or purchase of property, goods, or services as well as agents of such persons (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the ESC Region 12. Each covered person or entity who seeks to or who contracts with ESC Region 12 is responsible for complying with any applicable disclosure requirements.

Definitions:

- a. "Contract" includes amended, extended, or renewed contract.
- b. "business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for profit or nonprofit entity. The term does not include a governmental entity or state agency.
- c. "Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four



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Section II

ESC Region 12

SPECIFICATIONS/SCOPE

EVALUATION FACTORS and POINTS AVAILABLE

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PROPOSAL DATES:

- **Proposal Released.....May 15, 2024**
- **Proposal Due.....June 5, 2024**
- **Presented to ESC Board for Award Approval.....June 20, 2024**
- **Contract Start Date..... September 1, 2024**



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I. Notice to Proposers

Objectives

ESC Region 12 is seeking proposals for **Student Data Summary Software** in accordance with the instructions, term and conditions, requirements and specifications contained in this solicitation.

Due to the variety and complexity of student data, ESC Region 12 reserves the right to award a contract to more than one vendor in order to meet the needs of the ESC and/or its supported school districts to make full use of the student data in its operations.

Information provided in these specifications is to be used only for preparing a proposal detailing the coverages specified. It is further expected that each proposer will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.

Questions or requests may be e-mailed to James Bell (jbell@esc12.net).

The effective date of these services will be **September 1, 2024**.

General Conditions

The ESC Region 12 reserves the right to accept or reject any or all proposals, waive any formalities and/or technicalities in the proposal and award the contract to best serve the interests of the ESC Region 12. The ESC Region 12 may negotiate with proposers as deemed advisable or necessary. Proposers are requested to submit quotations on the basis of these specifications. Alternative quotations (for coverage on a basis different than that requested in these specifications) will receive consideration providing such alternatives are clearly explained. Any exceptions to coverages requested herein must be clearly noted in writing and be included as a part of the proposal.

The ESC Region 12 believes that the data contained in these specifications is sufficient for preparation of proposals. The information is believed to be accurate and is based upon the latest available information, but it is not to be considered in any way as a warranty.

To promote the fair and objective evaluation of each proposal, a specific proposal format is required (Proposals must be submitted on Proposal Forms attached). Delivery of the proposal- in duplicate - is the responsibility of the proposer whether it be by mail or in person. Where proposals are sent by mail, the proposers shall be responsible for their delivery before the date and time set for the closing of proposal acceptance.

It is requested that complete specimen contracts, interlocal agreements, bylaws, service agreements, executed reinsurance (excess insurance or stop loss) policies, and/or insurance policies be included in all proposals.

ESC Region 12 reserves the right to waive any or all bidding irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products



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offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of the ESC Region 12 as it perceives those interests to be in its sole discretion. Multiple vendors will be awarded when it is in the best interest of the ESC Region 12.

It is not the policy of the ESC Region 12 to purchase on the basis of low bid price alone. In evaluating the bids received and determining to which bidder(s) (if any) to award a contract, the ESC Region 12 shall consider the following: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the needs of the ESC Region 12; (5) the vendor's past relationship with the ESC Region 12; (6) the total long-term cost to the ESC Region 12 to acquire the vendor's goods and/or services.

The ESC Region 12 may elect to negotiate with one, two or all vendors. It will be at the ESC Region 12's discretion as to the number and combination of vendors that will be involved in the negotiation process.

Contract Period

The initial contract period shall be from **September 1, 2024 to August 31, 2025**. ESC REGION 12 may, at its option and with the approval of the contractor, renew the contract annually up to a maximum of two (2) renewals. This renewal would contain all terms and conditions and rates of the original contract, contingent upon availability of funds. The Contractor shall be notified in writing by the Business Office of the ESC Region 12's intention to extend the contract period at least thirty (30) days prior to expiration of the original contract period.

Insurance Requirements

General public liability insurance covering all duties, services, or work to be performed under the contract; \$1,000,000/Occurrence including Personal and Advertising Injury and \$2,000,000 Products/Completed Operations and General Aggregate.

The vendor must also maintain Worker's Compensation insurance providing the statutory benefits for the State of Texas and employer's liability in the amount of \$500,000 for each person, \$500,000 in the aggregate and \$500,000 for each person for occupational disease. Education Service Center Region 12 shall have no responsibility of liability for such insurance coverage.

Vendors must provide proof of insurability with the response. Acceptable proof of insurability will be a certificate of insurance or a letter from the insurance carrier (not the insurance agent). The



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awarded vendor must provide a certificate of insurance compliance within 15 calendar days after notification of the award.

Each policy of required insurance shall provide for 30 days' notice of cancellation to Education Service Center Region 12 and shall name Education Service Center Region 12, its employees and its Board of Directors as additional insured and include the following provision:

"It is a condition of the policy that the insurance carrier shall furnish written notice to the ESC Region 12 Business Office, 2101 West Loop 340 Waco, Texas 76712, 30 days in advance of the effective date of any reduction in, or cancellation of, this policy."

II. SCOPE OF WORK

Education Service Center Region 12 is seeking suppliers to provide a comprehensive student data disaggregation software tool. Software tool must include ESC, LEA, campus, and student level of disaggregation of data. Must include but not be limited to the following Texas mandated data collections: PEIMS and all student state level assessment results. Must also include disaggregation of finance data collected in PEIMS. Must include a component allowing for comparison of LEA level data for all Texas LEA's.

The software tool should have the following features:

1. Integrates formative and summative student data.
2. Features friendly end user interface and reporting.
3. Quick data analysis turnaround time.
4. Track student performance by subgroup.
5. Allow for report customization by individual user.
6. Track longitudinal data for student cohorts.
7. Web based.
8. Run on an industry standard database.
9. Updates must be seamless and performed by vendor.
10. Be scalable and allow for multiple user accounts and simultaneous use by multiple users.
11. Training to be available via webinars and face to face.
12. Software should provide tools for help and assistance to LEAs submitting data under the new TEA TSDS Upgrade project for school year 2024-2025.



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Please answer the following questions.

1. Describe how the software accommodates the following data and data systems.
 - a. Current and future TSDS (Texas Student Data Systems) collections
 - b. TEA TEAL file sources
 - c. SAT and or ACT test scores
 - d. TSIA test scores
 - e. College Board files
 - f. ETS/Pearson Files
 - g. SIRS (Student Information Request Services)
2. Describe how the software stores historical data, including how many years of data is stored for reporting and comparison purposes.
3. Please provide specific information on how your company maintains the security of student data. Are you SOC 2 compliant or working toward SOC 2 compliance? How do you guarantee student data is removed or purged if the ESC/School is no longer a customer?
4. Provide at least 5 references from current Texas Education Service Centers and/or School Districts.
5. Provide a complete list of Texas Education Service Centers and School Districts that are current customers.

Cost

The information submitted in this section shall constitute your cost submittal. The proposed supplier should not include any assumptions in this cost submittal. Cost may be broken down into the following categories:

1. Software fee (Per Student Enrollment)
2. User Training Fee (if applicable)
3. Cost of Supplies and Materials (Provide a complete list of materials available for purchase)
4. Other Direct Costs
5. Total Costs

Additionally, any cost not provided in the proposal will be assumed as no charge to the Service Center.



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III. Evaluation Factors and Points Available

The evaluations committee will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completes as defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may, at the discretion of the evaluation committee, be eliminated from further evaluation.

Extent to which the goods or services meet the Service Center's needs as defined in scope of work	40
Proposer's past relationship with the Service Center or School Districts AND/OR Reference provided	25
Price Proposal	35
Total Possible Points:	100



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CERTIFICATION

I, or we the duly authorized undersigned, having carefully read the instructions to Proposers, General Conditions, Notice to Proposers, Contract Specification, Responsibilities of Proposers, and Proposer Forms, do hereby agree to enter into a contract with ESC REGION 12, by tendering this proposal to perform the work required and/or provide the product(s) specified in this solicitation. The prices in this proposal have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Proposer or with any competitor. I, we, are authorized to submit this proposal and have not been a party to any collusion among Proposer(s) in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any ESC REGION 12 employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with ESC REGION 12's Purchasing Department, or in any discussions or actions between Proposer/Proposers and any ESC REGION 12 employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract. I, or we, also certify to the accuracy of the certifications required which accompany this proposal.

Date _____
Company Name _____
Printed Name _____
Title _____
Signature _____

THIS PAGE MUST BE RETURNED WITH THE PROPOSAL



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Section III

ESC Region 12 Certifications and Representations

All the following pages must be completed and included with the proposal



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CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for ESC Region 12 to determine residency. Section: 2252-001 (3) 'Nonresident bidder' refers to a person who in not a resident. (4) 'Resident bidder' refers to a person whose principal place of business in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section: 2252.002 A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's place of business is located.

I certify that _____
(Name of Company Bidding)

Is, under Section 2252.001 (3) and (4), a resident Bidder _____ Non-resident Bidder _____

My or Our principals place of business under Section: 2252.001 (3) and 94), is in the city of _____
in the state of _____

Signature
of Authorized Company Representative

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred.

Contractors and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting the offer and signing this certificate, this bidder:

Certifies that no suspension or debarment is in place, which would preclude receiving a federally or state funded contract

Signature of Authorized Company Representative

FELONY CONVICTION NOTIFICATION

Texas Education Code, Section 44.034, Notification of Criminal History of Contractor, subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony". Subsection (b) states "a 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



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conviction. The district must compensate the person or business for services performed before the termination of the contract. "Subsection (c) this notice is not required of a publicly held corporation.

1. ___ My firm is a publicly held corporation: therefore, this reporting requirement is not applicable.
2. ___ My firm is not owned or operated by anyone who has been convicted of a felony.
3. ___ My firm is owned or operated by the following who has/have been convicted of a felony.

Name of Felon(s) _____

Signature of Authorized Representataive_____

CERTIFICATE OF COMPLIANCE WITH HOUSE BILL 89 AND SB 252

Vendor certifies that is in compliance with all applicable provisions of the House Bill 89. Purchases made in accordance under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 must comply with the following:

- Does not boycott Israel currently: and
- Will not boycott during the term of the contract the above-named Company, business or individual with Education Service Center Region 12.

Signature of Authorized Representative_____

CERTIFICATE OF NON-COLLUSION STATEMENT

"Non-collusion Statement": "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality or products, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion."

Signature of Authorized Representative_____

CERTIFICATION OF COMPLIANCE

CERTIFICATION

I, or we the duly authorized undersigned, having carefully read the instructions to Proposers, General Conditions, Notice to Proposers, Contract specification, and Proposer Forms, do hereby agree to enter into a contract with ESC REGION 12, by tendering this proposal to perform the work required and/or provide the products(s) specified in this solicitation. The prices in this proposal have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Proposer or with any competitor. I, we, are authorize to submit this proposal and have not been a party to



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any collusion among Proposer(s) in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with and ESC REGION 12 employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussions(s) with ESC REGION 12’s Purchasing Department, or in any discussions or actions between Proposer/Proposers and any ESC REGION 12 employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract. I, or we, also certify to the accuracy of the certifications required which accompany this proposal.

Date _____

Name of Company _____

Printed Name of Authorized Signer _____

Signature of Authorized Signer _____

Education Service Center Region 12

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

Pursuant To Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

NOTE: OWNERS NOT OWNING AT LEAST TWENTY-FIVE PERCENT (25%) OF THE BUSINESS ENTITY SUBMITTING THIS

PROPOSAL NEED NOT EXECUTE THIS CERTIFICATION AND ACKNOWLEDGEMENT



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Pursuant to Section 231.006, the vendor hereby certifies that the individual or business entity named in this contract, bid, or application, is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

_____ Initials of Authorized Representative of Vendor



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EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by ESC Region 12 for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 12 reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 12 reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. ESC Region 12 also reserve the right to terminate the contract immediately, with written notice to vendor, for convenience, if ESC Region 12 believes, in its sole discretion that it is in the best interest of ESC Region 12 to do so. The vendor will be compensated for work performed and accepted and goods accepted by ESC Region 12 as of the termination date if the contract is terminated for convenience of ESC Region 12. Any award under this procurement process is not exclusive and ESC Region 12 reserves the right to purchase goods and services from other vendors when it is in the best interest of ESC Region 12.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by ESC Region 12 on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.



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Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by ESC Region 12, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by ESC Region 12, the vendor certifies that during the term of an award for all contracts by ESC Region 12 resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of



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experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by ESC Region 12, the vendor certifies that during the term of an award for all contracts by ESC Region 12 resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 12, the vendor certifies that during the term of an award for all contracts by ESC Region 12 resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 12, the vendor certifies that during the term of an award for all contracts by ESC Region 12 resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



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Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 12, the vendor certifies that during the term and after the awarded term of an award for all contracts by ESC Region 12 resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by ESC Region 12 for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by ESC Region 12 for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor



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CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by ESC Region 12 for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name:

Address, City, State and Zip Code:

Phone Number:

Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date: