

**REQUEST FOR PROPOSAL  
FOR  
MIGRANT AND SEASONAL HEAD START TRACKING  
SOFTWARE**

**RFP No. TMC2017-010**

**ISSUED BY:**

**TMC  
“TEACHING & MENTORING COMMUNITIES”**



**5215 McPherson Road  
Laredo, Texas 78041**

**ISSUE DATE:  
October 3, 2017**

**DUE DATE & TIME:  
Friday – October 27, 2017  
3:00 P.M. (CST)**

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**A. NOTICE TO RESPONDENTS**

1. TMC ("TMC") is accepting competitive sealed proposals from qualified contractors who can provide a Migrant Head Start Tracking Software for TMC’s Migrant Seasonal Head Start Program. Proposals for the tracking software shall be in accordance with the terms, conditions and requirements set forth in this Request for Proposal, RFP No. TMC2017-010.

RFP Project Timetable

RFP Issue Date	Tuesday-October 3, 2017
Question Submission Deadline	Thursday-October 12, 2017
Question Response Deadline	Wednesday – October 18, 2017
RFP Closing Date	Friday-October 27, 2017 at 3:00 p.m. CST
Presentation by top proposers	Week of November 13-17, 2017
Submission for BAFO (Best and Final Offer)	Monday – November 20, 2017
Selection of Contractor	Wednesday – November 29, 2017
Award Date	Friday-December 1, 2017
Contract Date	Wednesday-December 6, 2017
Transition Process	Monday-December 11, 2017
Service Start Date	Thursday-February 1, 2018

2. TMC will accept proposals until Friday – October 27, 2017, at 3:00p.m. (CST) Proposals shall be mailed or delivered to:

TMC  
P. O. Box 2579  
Laredo, Texas 78044-2579  
Or  
5215 McPherson Road  
Laredo, Texas 78041

ATTN: Sandra E. Caudillo, Purchasing & Contract Manager

Show the Request for Proposal number and submittal date on the sealed proposal envelope (box/container).

3. Any questions or concerns regarding this Request for Proposal shall be directed to:

Sandra E. Caudillo, Purchasing & Contract Manager  
Phone: (956) 722-5174 ext. 1156  
FAX: (956) 722-0803

Any questions or concerns regarding the Scope of Work and Specifications shall be directed to:

Javier Z. Rodriguez, Information Technology Administrator  
Phone (56) 722-5174 X-1172

Additional questions, submitted by e-mail, will be accepted through Thursday – October 12, 2017 at 3:00 p.m. (CST). Responses by TMC will be provided by no later than Wednesday – October 18, 2017 at 5:00 p.m. (CST). Questions and answers will be disseminated to all parties requesting RFP packets.

4. The successful respondent will be required to enter into an agreement in the form attached hereto as **Exhibit C**. The Agreement, the Terms and Conditions in this Request for Proposal, the Execution of Offer, and Respondent's Proposal, Respondent's Questionnaire and all addenda and amendments issued will be considered the Contract.
5. Responses to inquiries, which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and mailed to all parties recorded by TMC as having received a copy of the RFP. All such addenda issued by TMC prior to the time that proposals are received shall be considered part of the RFP. Only those inquiries TMC replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.
6. Contract Award Process: After opening of proposals, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Respondents or, at TMC's sole option and discretion, TMC may discuss or negotiate all elements of the proposal with selected Respondents. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s). After the submission of a proposal but before making an award, TMC may permit the Respondent to revise the proposal in order to obtain the best and final offer. TMC reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, and reject any and all proposals if deemed to be in the best interests of TMC, or re-solicit for proposals. If TMC awards a contract, it will award the contract to the Respondent whose proposal is the most advantageous to TMC, considering price and the evaluation factors set forth in this RFP.
7. Criteria for Selection: The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this RFP, is the most advantageous to TMC. TMC is not bound to accept the lowest priced proposal if that proposal is not in the best interest of TMC as determined by TMC.

Proposals will be evaluated by TMC Migrant and Seasonal Head start staff, the panel

may be composed by program area directors (PADs), MSHS Director, the MSHS budget director, the IT manager, MIS coordinators and the Head Start Tracking Database Technician of current system. The criteria evaluating proposals and the selection of the successful respondent for this award; shall be based primarily on the factors listed below:

- |    |   |     |
|----|---|-----|
| a. | The software extra features and capabilities leading to better database tracking information and integrating TMC MSHS program information for all migrant and seasonal Head Start components listed on <b>Exhibit A</b> (MSHS) including but not limited to <b>Exhibit B</b> expectations and software improvement. | 20  |
| b. | The overall cost and the benefit of the technology included with the Head Start Tracking Software proposed to manage a funded enrollment of 5, 200 children and families, TMC is asking for one package solution including in price training and technical support for 3 years.                                     | 30  |
| c. | The continuity plan timeframe proposed, time scheduled for current Head Start Tracking Software data migration (if any) must ensure 100% transferability giving TMC a minimum of seven years of children and family records along with the demonstrated benefits.   | 25  |
| d. | The Respondent's qualifications, experience and resources of the firm or individual(s) proposed to conduct the services and their experience in providing services to organizations similar in size to TMC.   | 10  |
| e. | The quality of references from past customers/programs similar to TMC of respondent. (A minimum of 3 references to be submitted for verification by TMC)  | 10  |
| f. | Responses to questions on Section G   | 5   |
|    | Total   | 100 |
- 
8. Submission of a proposal indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by TMC during the assigning of points.
  9. Late proposals properly identified will be returned to Respondent unopened. Late proposals will not be considered under any circumstances.
  10. Telephone proposals are **not** acceptable when in response to the Request for Proposal.
  11. Facsimile ("FAX") proposals are **not** acceptable when in response to this Request for Proposal.

## B. PROPOSAL REQUIREMENTS

### 1. General Instructions

- a. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- b. Proposals and any other information submitted by Respondents in response to this Request for Proposal shall become the property of TMC.
- c. TMC will not provide compensation to Respondents for any expenses incurred for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated.
- d. Proposals which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by TMC, at its option.
- e. TMC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in TMC's best interest.
- f. TMC is an Equal Opportunity Employer; we do not discriminate on the basis of race, religion, color, sex, age, national origin, disability or sexual orientation.
- g. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

### 2. Preparation and Submittal Instructions

- a. Respondents must complete, sign and return the attached Execution of Offer as part of their proposal response. Proposal must be signed by Respondent's company official authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.
- b. Responses to this RFP must include answers to questions in Section G. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly.
- c. Number of Copies: Submit a total of **six (6)** complete copies of the entire response. An original signature must appear on the Execution of Offer of at least one (1) copy submitted.

- d. A proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by TMC.
  - e. Validity Period: Proposals are to be valid for TMC's acceptance for a minimum of 90 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Contract.
3. Pricing Schedule
- a. Respondent must complete the Pricing Schedule. If more space is needed, respondents may attach additional pages.
4. Firms/Respondents are instructed to complete, sign and return the following documents as a part of their proposal submittal. Failure to return these documents may subject your proposal to disqualification.
- a. Signed and completed Execution of Offer
  - b. Signed and completed Pricing Schedule
  - c. Signed and completed Respondent Questionnaire
  - d. Signed and completed Certification Forms

## C. STANDARD TERMS AND CONDITIONS

1. General: These General Terms and Conditions shall be made a part of and govern any Purchase Order and/or Contract, if any, resulting from this Request for Proposal.

2. Definitions: Whenever the following terms are used in these General Terms and Conditions or in the other Contract Documents the intent and meaning shall be interpreted as follows:

Contract Documents shall mean the documents that form the Contract between TMC and the Contractor. The Contract Documents consist of the Agreement, Conditions of the Contract (this Section – Standard Terms and Conditions), Scope of Work and Specifications, Pricing Schedule, Execution of Offer, and all Addenda and Amendments issued prior to and after the execution of the Contract.

TMC shall mean TMC

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Contractor shall mean the individual, partnership, corporation, or other entity awarded a Contract under this RFP, in accordance with the terms, conditions, and requirements herein.

3. Entire Agreement. The Contract Documents, for all intents and purposes, are intended as the complete and exclusive statement of the agreement between TMC and the Contractor and supersede all prior or contemporaneous agreements, negotiations or oral representations relating to the subject matter herein.

4. Time of Performance. Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and render services set forth per this Contract in accordance with the schedules mutually agreed upon between TMC and Contractor during the term of this Contract.

5. Termination

a. Default: In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with TMC, TMC may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within 15 days; and in the event that the Contractor fails to remedy such failure or default within the 15-day period, TMC shall have the right to cancel the Contract.



- b. Lack of Funding: The Contract may be terminated, without penalty, by TMC due to lack of funding from its funding source(s). TMC shall give thirty (30) days' written notice to the Contractor. In no event shall termination by TMC as provided for in this paragraph give rise to any liability on the part of TMC including, but not limited to, any claims of Contractor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TMC's sole obligation hereunder is to pay Contractor for products and/or services ordered prior to the date of termination.

6. Payment

- a. Payment to Contractor for services performed will be done upon completion of work and upon submittal of invoices.
- b. Any provision hereof to the contrary notwithstanding, TMC shall not be obligated to make any payment to Contractor hereunder if any one or more of the following conditions precedent exist:
  - 1) Contractor is in breach or default;
  - 2) Any part of such payment is attributable to services which are not performed in accordance with this Contract.

7. Independent Contractor. Contractor recognizes that it is engaged as an independent contractor and acknowledges that TMC will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TMC by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of TMC.

8. Contract Amendments. The Contract may be amended within the contract period by mutual consent of the parties. No modifications or amendments to the Contract shall become valid unless in writing and signed by both parties.

9. Compliance with Law. Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D))



14. Indemnification

- a. To the fullest extent permitted by applicable law, the Contractor agrees to indemnify, protect and hold harmless TMC, representatives of the TMC, and their respective officers, directors and employees from and against all claims, damages, losses, causes of action, suits or judgments arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, which are caused in whole or in part by any negligent act or omission of the contractor.
- b. Contractor shall protect and indemnify the TMC from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder.

15. Force Majeure. If either TMC or Contractor is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by either TMC or Contractor, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

16. Non-Disclosure. Contractor and TMC acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization.

17. Patent and Copyright. Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by this Contract.

18. Governing Law. This contract and any resulting agreement or purchase order shall be construed and governed by the laws of the State of Texas.

## **D. SCOPE OF WORK AND SPECIFICATIONS**

TMC is seeking to purchase a migrant head start tracking software for our MSHS Program. The goal is to select the most updated and capable software which fulfills the needs of the program while offering the most up to date technology and the most competitive price.

### **1. General Statement on Requirements**

TMC Migrant and Seasonal Head Start Program is seeking a successful Migrant HEAD START TRACKING SOFTWARE that can serve as a systems integrator for all TMC MSHS needs with a turnkey solution and continuation of existing P12 head start tracking software. P12 is currently tracking a total of 5,100 children's historical information, program components information and customized reporting system. TMC shall consider either storing in-house or web base applications of any proposed HEAD START TRACKING SOFTWARE as part of the successful vendor's proposal, depending on what is most advantageous to TMC. Respondent may propose both solutions but only one is required. This procurement covers HEAD START TRACKING SOFTWARE services that include:

1. The Migrant Head Start Tracking Software that fulfills TMC MSHS program needs.
2. TMC historical, Data integration, data migration and data validation services.
3. Support and training for the new software proposed and software maintenance assurance.

This Request for Proposal for Migrant Head Start tracking software represents TMC's best estimate of its current and future head start tracking software needs and requirements. However, TMC must be able to adjust to an ever-changing technology. It is important that TMC have the flexibility to take full advantage of new Office of Head Start requirements as they evolve. Responses to this RFP must demonstrate the respondent's ability to adjust to new and changing Head Start Performance standards, Program Information Report, latest technology trends including capacity in using mobile devices, tablets, and office computers, and the capacity to track children and families' information from offices to classrooms.

The quality of the Head Start Database tracking system proposed should continue allowing our Information Technology Department to manage TMC manage database data, users and security for all regions and centers. The proposed head start tracking software must be sensitive to the nature of the services provided by TMC migrant and seasonal head start program operating in multiple phases where some of the phases overlaps in duration with Texas operations.

TMC migrant and seasonal head start operations are not equal to a fixed school district calendar year as if it occurs in regular head start programs opening in August and closing in May. The software proposed must meet the expectations of the Office of Head Start (OHS) requirements and must improve the streamline process of decision-making of TMC administrators correlating funded enrollment vs actual enrollment information.

Furthermore, organizing children and families' records and generating program information reports for all TMC Components listed on **Exhibit A**. see page 30

The main goal in this Request for Head Start Tracking Software Proposal is to ensure TMC continues having access to all previous years' data while we move into greater technologies tracking children and families' information across all TMC Migrant & Seasonal Head Start centers, while maintaining information available 24 hours 7 days per week in the cloud with an effective upgradability to the appropriate levels of TMC. This RFP includes specific information on all TMC Migrant Head Start & Seasonal locations and current modules with critical data which TMC is not willing to lose when moving to a new system not offering data migration of current program components mentioned in **EXHIBIT B**. see page 32

## 2. Contract Term and Renewal Options

Initial term of contract will be a three (3) year term, commencing on February 1, 2018 and ending on January 31, 2021.

At the discretion of Texas Migrant Council, Inc., this contract may be extended for two (2) additional periods as follows:

Renewal of the Contract will be negotiated by TMC and will be contingent upon successful performance of the contractor during the initial contract period, the availability of funds, negotiated costs and need for the services. TMC shall notify the Contractor by certified letter of its intent to renew the contract for an additional period. Renewal options by TMC under the agreement may be exercised dependent upon the appropriation and allotment and/or allocation of funds. If funds are not appropriated, then TMC shall issue written notice to Contractor and may terminate the agreement without further duty or obligation.

## 3. Proposal Content:

- a. Describe in detail the products and services proposed in response to our RFP requirements as stated above.
- b. Provide a detailed description of the benefits TMC will receive from the Migrant Head Start tracking software program. This discussion should be geared towards our MSHS directors and coordinators, Information Technology staff, and executive officers.
- c. Provide a list of the minimum requirements for software utilization, database information migration timeframes, implementation schedule and process, hardware and TMC requirements, and materials that must be furnished for the

installation/implementation of the proposed Head Start tracking software. Any additional conversion of data, migration utility or equipment required for the installation/implementation but not specifically mentioned in the proposal will be considered as a part of the successful vendor's proposal.

4. Service Specifications:

- a. The successful respondent shall have the responsibility for quality and continuity of current program information stored in the existing Head Start Tracking Software to accepted levels of programmatic components listed on **EXHIBIT A**. see page 30
- b. The successful respondent shall have one point of contact, web site portal or software build in support module for contractual matters and problem resolutions.
- c. The successful respondent must provide a dedicated toll-free telephone number(s) and name(s) of contact(s) to call regarding billing and technical problems with the head start tracking software services during regular working hours (8:00 a.m. to 5:00 p.m. for the Central and Eastern Time Zones).
- d. The successful respondent must provide multiple web hosting server redundancy plan and provide notification to TMC in case new web hosting servers are incorporated.
- e. The successful respondent must provide the option to create new program year and phases for TMC following Migrant patterns and opening educational facilities (TMC Head Start Centers), and to create, modify, edit, or delete centers from database and the security associated with each.

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

1. Provide an estimate of the earliest start date following execution of contract.
2. Submit a work plan with key dates and milestones. The response should include:
  - a. Identification of tasks to be performed and/or goods to be provided
  - b. Time frames to perform the identified tasks
  - c. The expected time frame in which the software implementation would be completed.

3. Provide resumes for proposed project team member(s), including their specific experiences with similar MIGRANT HEAD START PROGRAMS, and number of years working with contractor.
4. A list of difficulties anticipated during the migration from current TMC Head Start Tracking software P12, and a plan to manage this transition.
5. A description of the contractor's service support philosophy, how is it carried out, and how success in keeping this philosophy is measured.
6. Provide a list of any relationship whether by relative, business associate, capital funding agreement or any other such kinship between the contractor and any TMC employee.
7. Provide a description of the contractor's communication system with customers reporting downtimes of software due to maintenance or upgrades.
8. Provide a description of the contractor's quality assurance program, requirements, and how they are measured.
9. Provide a brief description of the contractor's programming team and interaction with Office of Head Start regulations, performance standards and program information report requirements developed in the software.
10. Describe the following head start software capabilities:
  - a. Tracking Enrollment new enrollees and reenrolls in a not fixed school calendar migrant program.
  - b. Migrating current TMC database information
  - c. Quality Assurance tools built in
  - d. Adapting and adopting recent technologies
11. Provide a description on how does the contractor ensures survivability and service continuing in a span of three years.
12. Provide a statement about the contractor's web hosting server availability and reliability.
13. Describe the measures taken to provide sufficient capacity and software optimization.
14. Describe process for overall security monitoring and data protection.
15. Describe software integration of required fields leading to produce the program information report.
16. Describe software integration of Head Start regulations.

17. Provide a brief overview of proposed Head Start Tracking Software.
18. Provide a description of software development aligned to Head Start requirements tracking information of Migrant and Children.
19. Describe login methods and software interface.
20. Describe software advanced features and what makes the software suitable and/or unique for TMC migrant program.
21. Describe software development capabilities.



## **E. EXECUTION OF OFFER**

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.**

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, and requirements as set forth per the RFP documents contained herein.
2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a TMC employee in connection with the submitted proposal.
3. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State of Texas, codified in Section 15.01, et. Seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
4. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
5. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal.
6. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of TMC.
7. By signature hereon, Respondent affirms that he has not received compensation for participation in the preparation of the specifications for this RFP.
8. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
9. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

10. The respondent certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Complete the following:

VIN No: \_\_\_\_\_

If Sole Owner, SS No: \_\_\_\_\_

If a Corporation, State of Incorporation: \_\_\_\_\_

Charter No: \_\_\_\_\_

Submitted by: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Phone and Fax Number)

\_\_\_\_\_  
E-mail address

**F. PRICING SCHEDULE**  
RFP No. TMC2017-010

Proposal of: \_\_\_\_\_  
Respondent Name

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the goods and/or services as required at the below quoted terms.

Pricing Schedule (Vendor may attach detailed breakdown with this form)

Category/Service Description	Unit Cost	Extension
Funded Enrolled Children – 1 <sup>st</sup> Year	\$	\$
Funded Enrolled Children – 2 <sup>nd</sup> Year	\$	\$
Funded Enrolled Children – 3 <sup>rd</sup> Year	\$	\$
Additional children slots (if applicable)	\$	\$
Migration date from existing software to new software (if applicable)	\$	\$
Annual Support	\$	\$
Travel Costs	\$	\$
Other (specify)	\$	\$

Total Proposed Fee: \$\_\_\_\_\_

***Note: Proposed fee shall be inclusive of travel and any and all related expenses.***

Addenda Checklist

Receipt is hereby acknowledged of the following addenda to this RFP.

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_

Submitted by: \_\_\_\_\_  
(Authorized Signature)

## G. RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

1. Legal name of the company: \_\_\_\_\_  
Number of years in Business: \_\_\_\_\_  
Type of Operation: Individual: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_  
Number of Employees: \_\_\_\_\_
2. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution?
3. Provide a customer reference list of no less than **three (3)** organizations with which your company currently has contracts with and has previously provided goods and/or services of equal type and scope, as requested herein, within the past five (5) years. The reference list must include company name, contact person, and telephone number, project description and length of business relationship.
4. Provide summary resumes for proposed team members who will conduct training, including their specific experiences with similar projects, and number of years with your company.
5. What difficulties do you anticipate in serving TMC and how do you plan to manage these?
6. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between you company and any TMC employee? If yes, please explain.

Submitted by: \_\_\_\_\_  
(Authorized signature)

---

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm: \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

*This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).*

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy statement;

Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Firm: \_\_\_\_\_

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

**CERTIFICATION REGARDING LOBBYING**

*This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).*

The undersigned certifies to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any 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 contract, grant, loan, and or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Name of Organization

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

\_\_\_\_\_  
Date

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

**CERTIFICATION REGARDING  
TEXAS CORPORATE FRANCHISE TAX**

*Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the entity entering into this subcontract is current in its franchise taxes or is not subject to the payment of franchise taxes to the State of Texas must be signed by the individual authorized to sign the subcontract for the subcontracting entity.*

The undersigned authorized representative of the entity subcontracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of subcontract and is grounds for subcontract cancellation.

Indicate the certification that applies to your subcontracting entity:

- The subcontracting entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.
- The subcontracting entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Name of Business: \_\_\_\_\_

- Type of Business (if not corporation):
- Sole Proprietor
  - Partnership
  - Other

I.R.S Tax Number: \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

Authorized Representative's Printed Name: \_\_\_\_\_



**TMC**

**FELONY CONVICTION NOTIFICATION  
(To be submitted with Bid/Proposal/Quote)**

A person or business entity that enters into this contract with TMC. must give advance notice to the agency 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.

TMC may terminate a contract with a person or business entity if the agency determines that the person of business entity failed to give notice or misrepresented the conduct resulting in the conviction. TMC must compensate the person or business entity for service performed before the termination of the contract.

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

VENDOR NAME: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): \_\_\_\_\_

a. My firm is a publicly held corporation; therefore, this reporting requirement isn't applicable.  
Signature of Company Official: \_\_\_\_\_

b. My firm is not owned nor operated by anyone who has been convicted of a felony:  
Signature of Company Official: \_\_\_\_\_

c. My firm is owned and operated by the following individual(s) who has/have been convicted of a felony.

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

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

Signature of Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION BY BIDDER**

I, the undersigned, submit this application and have read the specifications, which are a part of this solicitation. My signature also certifies that I am authorized to submit this application. Sign as a representative for the firm, and carry out services solicited in the Invitation for Bid:

Signature of Authorized Agent: \_\_\_\_\_

Printed Name and Title of Agent: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**Note:** The \_\_\_\_\_ ensures that small, minority, disadvantaged, and women’s businesses are utilized as sources for acquisitions whenever possible. Auxiliary aids and services are available upon request to individuals with disabilities.

Please check if your firm is a historically underutilized (disadvantaged) business (HUB), as defined by Texas Government Code 407.101.

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, is your firm registered with the Texas Comptroller of Public Accounts and a HUB?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide your certification Number: \_\_\_\_\_

**STATE ASSESSMENT CERTIFICATION**

The authorized representative of the corporation contracting herein by executing this contract certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

\_\_\_\_\_ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

\_\_\_\_\_ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

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**Authorized Representative**

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**Date**

**DISCLOSURE OF INTERESTS**

It is the fiscal policy of TMC. that all persons or firms seeking to do business with TMC to provide the following information. **Every question must be answered.**

*If the question is not applicable, answer with "NA".*

COMPANY NAME: \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_

P.O. BOX: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

Firm is: (1.) Corporation  (2.) Partnership  (3.) Sole Owner  (4.) Association  (5.) Other

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the name of each "non-managerial employee" of having an "ownership interest" constituting 10% or more of the ownership in the above name "firm"

Name	Job Title
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2. State the names of each "managerial employee" of the Board having an "ownership interest" constituting 10% or more of the ownership in the above name "firm"

Name	Job Title
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3. State the names of each "member" of the board or Board Staff having an "ownership interest" constituting 10% or more the ownership in the above name "firm"

Name	Job Title
------	-----------

4. State the name of each employee or officer of a "consultant" for the Board who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 10% or more of the ownership in the above name "firm"

Name	Job Title
------	-----------

5. Other

CERTIFICATION REGARDING CONFLICT OF INTEREST

The undersigned bidder certifies that:

- (1) No officer, employee or paid representative or consultant of the proposer is a member of TMC Board of Directors.
- (2) No officer, employee, paid representative or consultant of the proposer is a spouse to a member of the TMC Board of Directors.
- (3) No officer, board member, the executive director, or employee of the TMC owns or controls more than 10 percent in the proposer/bidder's company.
- (4) No spouse of an officer, board member, the executive director, or employee of the TMC is an officer, manager, or paid representative or consultant of the proposer/bidder.
- (5) No member of the Board of Directors, the executive director or employee of the TMC receives compensation from the proposer/bidder for lobbying activities as defined in federal laws or Chapter 305 of the Texas Government Code.
- (6) Proposer/bidder has disclosed within the proposal any interest, fact or circumstances which does or may present a potential conflict of interest.
- (7) Should proposer/bidder fail to abide by the foregoing regarding conflict of interest, proposer/bidder shall not be entitled to recovery of any costs or expenses incurred in relation to any contract with TMC and shall immediately refund TMC any fees or expenses that may have been paid under a contract and shall further be liable for any costs incurred or damages sustained by TMC relating to that contract.

\_\_\_\_\_  
Name of Organization

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

\_\_\_\_\_  
Typed/Printed Name of Authorized Representative

\_\_\_\_\_  
Date



## **EXHIBIT A**

### **STATUS OF CURRENT TMC HEAD START TRACKING SOFTWARE, PROGRAM COMPONENTS AND AREAS OPEN FOR IMPROVEMENT**

Eligibility and Enrollment ERSEA, Child Care Food Program meals and attendance (CCFP or USDA), HEALTH & SAFETY, screenings and outcomes (EDUCATION), DISABILITIES/MENTAL HEALTH, FAMILY SERVICES, TRANSPORTATION and FACILITIES.

The corporate office, our regional offices and centers within TMC's, formally Texas Migrant Council Inc., Migrant Seasonal Head Start Program are currently using P12 as the Head Start Tracking Software. Additionally, TMC's current head start software includes migrant and head start program information migrated from HSFIS.

One area that we seek improvements to within the current HEAD START TRACKING SOFTWARE is at the data driven integration between program components and providing our head start employees with tracking software that will produce accurate reports and validated outcomes. TMC wants to have compliance assurance technology that leads to more efficient mechanisms determining status and helping programs reassemble components with projections at any given time. TMC Migrant program would like to retain a minimum of 7 years of children and families' historical data to comply with standard federal guidelines and crucial for record keeping purposes.

The Information Technology Department would like to see improvements in the technologies acquired for the Migrant and Seasonal Head Start program (MSHS) and is asking for advanced technologies in the head start tracking software proposed. TMC's Migrant Seasonal Head Start Program would like to see solutions in the RFP that create a more efficient head start tracking software, data navigation, and user-friendly interface, with push delivery of data captured, capable to provide data accuracy and reliability at an affordable cost.

TMC operates in phases, our Migrant and Seasonal Head Start Centers are located in the States of Indiana, Iowa, Nevada, New Mexico, Ohio & Oklahoma that operates during the summer and fall months May thru October. The biggest state we have in operation is Texas that operates during the months of August to May. TMC currently uses P12 as the core database tracking children and family information for the migrant and seasonal head start program. We are searching for a more advanced solution capable to surpass our challenges in the migrant head

start program (MSHS), TMC would like to track more effectively children's information, and our FUNDED ENROLLMENT target this year is **5,100**; while we comply with the office of head start new performance standards and federal regulations counting and reporting enrollees and reenrolls. The head start tracking software proposed must be flexible enough to work in mobile devices, smart phones, tablets and office computers.



**TMC PROGRAM COMPONENTS LIST OF CURRENT SOFTWARE UTILIZATION  
AND NEW SOFTWARE EXPECTATIONS BY COMPONENT**

**ERSEA**

1. Automatically mark the child as a re-enrollee (duplicate) once the child has a “Dropped out of the Program” status. If the child is enrolled anywhere else within TMC (running fiscal year) for a pop up to come out letting the FSA know that this child has already received services (been counted) somewhere else. The FSA would have to click an acknowledgement box in order to continue.
2. Once the child completes 9-12 months enrolled to allow the person inputting the information to mark (first, second, third, etc. Year Enrollment). If the child receives services 0-8 months, then the enrollment year cannot be changed. TMC’s Certificate of Eligibility instructions states “Specify years the child has received services from the MSHS program. This must be for the completion of 9-12 months of attendance by the child in the MSHS program.”
3. Not allow to continue enrollment process without inputting all information such as the “income”.

**CCFP**

1. Ability to upload documents when initiating a referral.
2. Ability to enter information on TMC’s customized Infant and child Nutrition Screening.
3. Ability to enter meals and attendance on required CACFP ADA form.
4. TMC requires the option to upload forms at any time at no extra cost, what is the maximum data storage allowed? State CACFP Programs will issue a change to an ADA

form in which all elements of the revised form must be used. What is the turn-around time?

5. Ability to generate Growth Charts.
6. Ability to capture Race and Ethnicity Data and Reports.
7. Ability to generate reports to see if children meeting nutrition referral criteria have been addressed.
8. Provide list of available Codes utilized in your software for entering on the ADA; A for Absent, P for Present, O for Offsite.
9. Ability to generate CACFP Reports;
  - Roster of Participants by Center, for all classrooms, and by classroom
  - Claim for Reimbursement Worksheet by Center
  - Ability to identify children that have transferred from classroom to classroom and center to center
  - Average Enrolled Attendance by center and classroom
  - Reimbursement Report for all center's
  - Ability to filter for unknown children.
  - Ability to enter a child's name and locate center and classroom.
  - Ability to enter a child's name and locate Enter and Withdrawal dates

## **HEALTH**

1. Ability to track well child exams according to the states EPSDT schedule to include dentals, and immunizations and screenings according to the state in which the program operates.
2. The ability to track preventive dental needs and services received.
3. The ability to upload documents.
4. The ability to generate referrals and track them to completion.
5. The ability to develop follow-up plans in the system.

6. The ability to enter and track evidence base sensory screenings.
7. The ability to track from the child's actual entry date and not change because the child changed FSA or classrooms.
8. Would like the Tracking to add a dental column, which would indicate if the child had a screening or examination and if the child needed dental treatment, was it complete or pending.
9. The ability to track medical and dental homes.
10. The ability to track children insurance.

## **EDUCATION**

1. Needs to track how many children are in each room of the centers and the number of adults in that room also.
2. The following are reports that we like to obtain:
  - Age of child in years and months – (current P 12)
  - Child Developmental Screening/Assessment
  - Child Developmental Screening/Assessment – Summary
  - Child Developmental Screening/Assessment – 45 days
  - Child's Age at enrollment
  - Five Day Meal count – by classroom
  - Five Day meal Count – by center
  - Sensory Screenings with enrollment calculations
  - Child Health Summary – Condensed with enrollment calculations
  - Referral Tracking
  - Children with IEP/IFSP
  - Current and Enrollment Age (in years and months)
  - Average enrolled Attendance – Center and Class totals (P12)
  - Participants to include home visits and conferences

- Tracking of teaching staff with qualifications
- Tracking of teaching staff assigned by center by region
- Tracking of teaching staff enrolled in college to obtain CDA/AA/BA

## **DISABILITIES/MENTAL HEALTH**

1. At this time, P12 gives us the report that we need for the Program Information Report and it is easy to maneuver as we monitor. We definitely need to have the dates of referral, referral status, narrative notes of child, diagnosis, and IEP/IFSP upload. (all questions on PIR in regards to Disabilities).

Mental Health:

2. We need the dates of referral, referral status, narrative account of child, Questions of PIR on Mental Health, and upload of Positive Behavior Support Plan.

## **FAMILY SERVICES**

1. Ability to enter information into the FPA goals and they go into the Framework outcomes. (Ability to generate reports as well)
2. Ability to have drop boxes for the Framework outcomes. (Ability to generate reports as well)
3. Ability for all information to be distributed into each section within having to re-enter information according to family and/or child. (Ability to generate reports as well)
4. Ability to track per Center and/or FSA if they have entered home visits. (Ability to generate reports as well)
5. Ability to capture per family the Language spoken at home for the children being counted only for PIR. (Ability to generate reports as well)
6. Ability to capture per family the Race, ethnicity, & English Fluency, for the children being counted only for PIR. (Ability to generate reports as well)

7. Ability to capture per family total number of families for the children being counted only for PIR. (Ability to generate reports as well)
8. Ability to capture per family Two-parents of families for the children being counted only for PIR. (Ability to generate reports as well)
9. Ability to capture per family Single –parent families for the children being counted only for PIR. (Ability to generate reports as well)
10. Ability to capture per family the two-parent, number of parent/guardian figures for the children being counted only for PIR. (Ability to generate reports as well)
11. Ability to capture per family the single-parent, the number of parent/guardian figures for the children being counted only for PIR. (Ability to generate reports as well)
12. Ability to capture Two-parent families Employment for the children being counted only for PIR. (Ability to generate reports as well)
13. Ability to capture Single-parent families Employment, for the children being counted only for PIR. (Ability to generate reports as well)
14. Ability to capture total number of families receiving TANF Assistance, for the children being counted only for PIR. (Ability to generate reports as well)
15. Ability to capture total number of families receiving SSI Assistance for the children being counted only for PIR. (Ability to generate reports as well)
16. Ability to capture the total number of families receiving WIC Services, for the children being counted only for PIR. (Ability to generate reports as well)
17. Ability to capture total number of families receiving SNAP/Food Stamps, for only the children being counted for PIR. (Ability to generate reports as well)
18. Ability to capture the Two-parent families attending Job training and/or school, for the children only being counted for Program Information Report. (Ability to generate reports as well)
19. Ability to capture the Single-parent families attending Job training and/or school, for the children only being counted for PIR. (Ability to generate reports as well)

20. Ability to capture the total number families, number of parent/guardian completed a grade level in school, prior to high school graduation. (Ability to generate reports as well)
21. Ability to capture the total number families, number of parent/guardian completed high school or was awarded a GED during this program year (Ability to generate reports as well)
22. Ability to capture the total number families, number of parent/guardian completed an associate degree during this program year. (Ability to generate reports as well)
23. Ability to capture the total number families, number of parent/guardian completed a baccalaureate or advanced degree during this program year. (Ability to generate reports as well)
24. Ability to capture the total number families, number of parent/guardian completed job training, professional certificate, or license during this program year. (Ability to generate reports as well)
25. Ability to capture the total number of families, the highest level of education obtained by the parent/guardian in an advance degree or Baccalaureate degree only for the children being counted for PIR. (Ability to generate reports as well)
26. Ability to capture the total number of families, the highest level of education obtained by the parent/an associate's degree, vocational school or some college, only for the children being counted for PIR. (Ability to generate reports as well)
27. Ability to capture the total number of families, the highest level of education obtained by the parent/a high school graduate and/or GED, only for the children being counted for PIR. (Ability to generate reports as well)
28. Ability to capture the total number of families, the highest level of education obtained by the parent/less than high school graduate level, only for the children being counted for PIR. (Ability to generate reports as well)
29. Ability to generate reports per **center and/or Family Service Advocate** and see which trainings have been entered into the system and to see what they are missing in the area of Groupings.
30. Ability to have dropped boxes which will assist the FSAs on what type of data to enter in the section of groupings.

31. Ability to track in groupings the following topics: Child Health/ Well Child Check-up/Emergency First Aid/ Last Dollar concept/Medical Home, Parental Involvement in Health, Food Prep & Nutritious Skills, Selection of Healthy & Nutritious Skills Food, lead Exposure, Basic First Aid, Safety Practice in the home, SIDS, Fetal Development, Maternal Depression, Labor/Delivery all goes under Health Education.
  
32. Ability to track in groupings the following topics: Partnership Agreements, In-Kind, Parent as Primary Teachers, Milestones, Economical Self-Sufficiency & Financial Literacy Family, Parent & Child Interaction Literacy Activities, Curriculum, Age Appropriate Education for Children that prepares them for success in school and in life, Nurturing Relationships (Infant/Toddlers), Attachment (Infant /Toddlers), Parent Handbook, Pedestrian Safety Training, Civil Rights training, Parent Activity Fund, Management of Center Budget, Parent Literacy Goals, Domestic Violence, Employment/Job Training, Substance Abuse Treatment, Assistance to families of Incarcerated Individuals Training, English as a Second Language, Adult Education, Child Abuse and Neglect Services, Risk of Smoking and Alcohol, Child Support Assistance, Continuing Education services, Housing Assistance, - They all go under **Parent Education**.
  
33. Ability to track in groupings the following topic: Marriage Education goes under **Relationship/Marriage Education**.
  
34. Ability to track in groupings the following topic; Emergency Crisis Intervention **goes under Emergency Crisis Intervention**.
  
35. Ability to track in groupings Fatherhood activities, which goes under **Father Involvement**.
  
36. Ability to generate reports on the number of families that received some type of group training.
  
37. Ability to track volunteers and generate a report.

## **TRANSPORTATION**

1. Tracking ridership. Program needs to be able incorporate ridership changes quickly due to TMC families are very mobile due to their work.
2. Needs to track bus routing with the ability to have the set bus routes so the children are picked up on their house side of the street.

3. Needs to track miles the bus runs for each route
4. Needs to bring a picture of each bus route.
5. Needs to track the bus maintenance and repairs
6. Needs to track the maintenance and repair costs of each bus.
7. Needs to track how many days the bus is out of service while being repaired.
8. Needs to tell the centers and director how many buses are needed.
9. Needs to have a bus roster of riders for each trip
10. Needs to be able to have information included on how on time each student is on the bus.
11. Needs to track who are the bus driver and bus aide on each bus.
12. Needs to produce written bus reports for each of these items or a combo of a few of these items.
13. Need to track the number children are always picked up by parents at the center and number of children that ride the bus even for one day.

### **FACILITIES**

3. Needs to track repairs made to each facility
4. Needs to track the amount of cost for each repair with a total of all repairs made on each center.
5. Needs Track preventive maintenance of each facility
6. Needs to have a history inputted for all facilities.
7. Needs to make written reports for these items

### **INFORMATION TECHNOLOGY**

1. Ensure reliable Web Hosting services for your Head Start tracking software database.
2. Provide Web Hosting Server redundancy plan
3. Maintenance and Upgrades included in price for term contracted
4. Unlimited number of concurrent users accessing TMC Database
5. Ability to transfer existing customized reports already available in our current Head Start Tracking Software P12.



6. Ability to upload attachments to program components areas
7. Ability to access program information and input new data in real time from mobile devices, laptops and computers.
8. Ability to utilize multiple web browsers including Internet Explorer, Microsoft Edge, Safari, Google Chrome and Mozilla Firefox.
9. Software must be compatible to run in multiple platforms including the standards: Windows and Apple products via web browser or apps.
10. Data migration tool must be included in your proposal ensuring continuity in usage of all TMC MSHS Components defined on exhibits A and B.
11. Data Migration process must be included in price.
12. One of the major concerns is historical data. The new head start tracking software must be capable to transfer a minimum of seven years of TMC data from previous including current year at 100% certainty.
13. Provide the ability to customize program reports as needed by program components.
14. Ability to generate custom reports based on existing database fields
15. Ability to generate program information report (PIR).
16. For trainings, the ability to have recorded trainings for staff to review and updated manuals for staff to use as reference.
17. Database system management capability. TMC System administrator must be able to create new users, setup new program year phases, edit users, set security roles, and related admin tasks.
18. Unlimited Technical Support, Monday to Friday 8am-5pm Technical Support accessibility.
19. Final implementation including migration should be completed no later than February 1, 2018.

**EXHIBIT C**  
**AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, by and between TMC. (“TMC”), and \_\_\_\_\_ (“Contractor”) whose address is \_\_\_\_\_ and whose taxpayer identification number \_\_\_\_\_.

TMC and Contractor agree as follows:

1. **Scope of Services.**
  
2. **Service Specifications**
  
3. **Time Specifications**
  
4. **Reporting**
  
5. **Time and Place of Performance.**

Consultant will immediately enter into a contractual agreement

6. **Term.**

The term of this Agreement shall be from February 1, 2018, or the date executed by TMC, whichever is later and will expire on January 31, 2021 unless sooner terminated in accordance with the terms stated elsewhere in this Agreement.

At the discretion of Texas Migrant Council, Inc., this contract may be extended for two (2) additional periods as follows:

Renewal of the Contract will be negotiated by TMC and will be contingent upon successful performance of the contractor during the initial contract period, the availability of funds, negotiated costs and need for the services. TMC shall notify the Contractor by certified letter of its intent to renew the contract for an additional period. Renewal options by TMC under the agreement may be exercised dependent upon the appropriation and allotment and/or allocation of funds. If funds are not appropriated, then TMC shall issue written notice to Contractor and may terminate the agreement without further duty or obligation.

7. **Contractor's Duties and Representations.**

- a. The Contractor warrants, represents, and agrees that all services to be performed by the Contractor under this Agreement shall be of the standard and quality, which prevail among similar businesses engaged in providing similar services.
- b. The Contractor warrants, represents, and agrees that all persons connected with the Contractor directly in charge of services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

8. **Payment Terms.**

- a. Total amount of this contract shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per initial term of contract. TMC shall pay Contractor in current funds for the performance of services as follows:
- b. Contractor shall submit to TMC an invoice for payment covering the services performed. Invoices at a minimum, invoices shall include: (a) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address, (b) TMC Contract or Purchase Order Number, (c) identification of service(s) provided, (d) dates services were delivered (e) quantity or quantities, applicable unit prices, extended prices of services provided, the total invoice amount, and (f) any additional payment information which is required by the contract. Invoices not received in accordance with the terms and conditions set forth herein will not be paid until such an invoice complies with all terms and conditions of this Contract. TMC will promptly pay to Contractor the amount, provided Contractor is not in breach of or in default under this Agreement.
- c. TMC shall not be obligated to make any payment to Contractor hereunder if any one or more the following conditions exist:
  - Contractor is in breach or default under this Agreement;
  - Any part of such payment is attributable to services not performed in accordance with this Agreement.
  - TMC shall have the right to verify the details set forth in Contractor's billings, certificates, and statements, either before or after payment.

9. **Default and Termination.**

In the event of substantial failure by a party to perform in accordance with the terms hereof, the other party may terminate this Agreement upon fifteen (15) days' written notice of termination stating the nature of the failure (the termination shall not be

effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party.

10. **Indemnification.**

The Contractor agrees to indemnify and hold harmless TMC and its officers, directors, and employees from and against all claims of any nature, kind, arising out of, or resulting from the performance of services which are caused by any negligent act or omission of the Contractor.

11. **Independent Contractor.**

Contractor recognizes that it is engaged as an independent contractor and acknowledges that TMC will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TMC, and that it will not by reason make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of TMC, including, but not limited to, unemployment insurance benefits, worker's compensation, social security coverage or retirement benefits.

12. **Insurance.**

Contractor, consistent with its status as an independent contractor, shall maintain, during the term of this Agreement, vehicle liability insurance required by the state of Texas covering all personnel in the vehicle while performing under this Agreement.

13. **Miscellaneous.**

- a. Performance by TMC under this Agreement may be dependent upon the appropriation and allotment and/or allocation of funds. If funds are not appropriated, then TMC shall issue written notice to Contractor and TMC may terminate this Agreement without further duty or obligation.
- b. Contractor's interest in this Agreement and duties hereunder may not be assigned or delegated to a third party.
- c. This Agreement supersedes all prior agreements, written or oral, between Contractor and TMC and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except in writing and signed by TMC and Contractor.
- d. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by the laws of the State of Texas.

11. **Authority to Bind.**

This Contract is not binding upon TMC unless and until it has been executed by the following person:

- a. If executed on behalf of the Agency, the President/CEO:

IN WITNESS WHEREOF, TMC and Contractor have executed and delivered this Agreement as of the date first above written.

CONTRACTOR: \_\_\_\_\_ TMC..

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

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

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

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

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

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

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

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

END OF RFP DOCUMENT