

REQUEST FOR PROPOSAL
FOR
PREFERRED VENDOR PROGRAM:
STUDENT AND FINANCIAL MANAGEMENT SOFTWARE



Texas Charter Schools Association
Member Services Division
700 Lavaca Street, Suite 930
Austin, Texas 78701
(512) 584-8272

SUBMITTAL DEADLINE: February 22, 2010

SECTION 1. INTRODUCTION

1.1 Description of the Texas Charter Schools Association

The Texas Charter Schools Association (TCSA) is the statewide membership organization representing effective charter schools of all types. TCSA membership currently includes **324 open enrollment charter school campuses** with approximately **70,368 students** enrolled in campuses across the state.

Through member services, advocacy, an annual conference, and the development of a quality framework, TCSA helps charter schools:

- Promote high quality options for parents and students;
- Improve academic and operational practices of member schools; and
- Speak with a collective voice in Austin and Washington D.C.

TCSA is active in shaping policies that impact charter schools. Working with lawmakers, stakeholders, and its members, TCSA has developed member services and an advocacy agenda that embrace every segment of the charter school community. More information about the TCSA can be found at its website, www.txcharterschools.org.

1.2 Governance and Mission of the Texas Charter Schools Association

TCSA is led by a nine-member board, including five charter leaders, and a staff leadership team with significant national policy experience and charter school expertise. A nine-person Member Council Executive Committee is in place to elevate the concerns and needs of charter school operators. TCSA's mission is "to accelerate student achievement in Texas by empowering and improving a diverse set of effective charter schools. In five years, TCSA will have strengthened the charter movement by achieving unified legislative goals and raising statewide awareness to the benefits of public charter school education in Texas.

1.3 Objective of the Request for Proposal

TCSA is soliciting proposals in response to this Request for Proposal ("RFP") from qualified providers, hereafter referred to collectively as "**Proposers**," to designate a Preferred Vendor in the area of Student and Financial Management Software ("**Software**"). TCSA's objective is to identify and market to its member schools preferred Software that meets that the specifications described in Section 3 of this RFP. Recognizing that an easy-to-use, reliable software system will promote efficient school operations and enhanced data quality. TCSA seeks to select a preferred Software system that will provide the best value to open enrollment charter schools.

SECTION 2. NOTICE TO PROPOSERS

PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED. FAILURE TO SUBMIT A COMPLETE RESPONSE MAY RESULT IN DISQUALIFICATION OF THE PROPOSER'S PROPOSAL.

2.1 Submittal Deadline and Mailing Address

TCSA will accept proposals submitted in response to this RFP until 5:00 p.m., Central Prevailing Time on **February 22, 2010** (the "**Submittal Deadline**"). Written proposals must be received by TCSA on or before the Submittal Deadline. Additionally, Proposer should submit an electronic version of the entire proposal in portable document format (.pdf). The electronic version shall be transmitted by the Submittal Deadline to dpierce@txcharterschools.org. Additionally, six copies of the proposal shall be individually bound and delivered to:

**Texas Charter Schools Association
Member Services Division
700 Lavaca Street, Suite 930
Austin, Texas 78701**

2.2 Terms and Conditions of Preferred Vendor Agreement

The selected Proposer will be required to enter into a written agreement with TCSA that contains, at minimum, the following contract terms:

These terms are required by the TCSA Board of Directors and reflected in the Section 3 of TCSA's Preferred Vendor Policy, a policy adopted by the TCSA Board of Directors on December 8, 2009. A copy of the policy is attached to this RFP as Appendix 1. **Each Proposer must state, in a cover letter to its proposal, that it is aware of and will agree to abide by the required terms and conditions of TCSA's Preferred Vendor Policy if selected as TCSA's preferred vendor for student and financial management software.**

2.2.1. Length of Contract. The typical term of any Contract Award shall be for a period of three years unless TCSA's Board of Directors determines that a different contract length is in the best interest of Member Schools and/or TCSA.

2.2.2. Termination Clauses. Each awarded contract shall contain termination clauses favorable to TCSA including immediate termination at-will if TCSA's Board of Directors or Executive Director determines that a continued relationship with the Vendor may be harmful for Member Schools or impair the integrity or reputation of TCSA.

2.2.3. Indemnification. Each Preferred Vendor will agree to indemnify TCSA including its officers, directors, employees, and agents from and against any and all liabilities, damages, costs and expenses, including reasonable legal fees and other costs of defense, that arise from or relate to third party claims or suits against any of the indemnified parties named in this section.

2.2.4. Sufficient Insurance. Each Preferred Vendor will agree to maintain sufficient insurance at its sole expense in the coverage types and in the amounts determined appropriate by TCSA's Board of Directors.

2.2.5. Audit. TCSA will secure the right to audit the Preferred Vendor's records pertaining to the Contract Award and the entity's sales to Member Schools.

2.2.6. Warranty. Preferred Vendors must warrant the quality of its goods or services, sufficient inventory, high quality customer service, and customer satisfaction.

2.2.7. Group Purchasing Agent. The Association shall act only as a group purchasing agent in connection with any Contract Award. The Association shall not incur any liability or obligation to any selected Preferred Vendor or to any Member School arising from business conducted between the selected Preferred Vendor and the Member School.

2.2.8. Marketing. The Association will market the awarded product and services to Member Schools, but the Association's advertising, sponsorship, and conference activities will not be exclusively offered to the selected Preferred Vendors.

2.2.9. Transparency. The Association's Board of Directors and Executive Director shall implement this policy in complete transparency, notifying Member Schools of the existence of any competitive procurement process and the general terms of any Contract Award. Member Schools, upon request, are entitled to review and inspect any non-proprietary document maintained by the Association related to the competitive procurement process, the Contract Award, or the contract's implementation.

If Proposer takes exception to any of the terms or conditions set forth above, the Proposer will submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by TCSA and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then TCSA may consider Proposer's exceptions when TCSA evaluates the Proposer's proposal.

2.3 RFP Contact Person

Any questions or concerns regarding this RFP shall be directed to:

Denise Nance Pierce
Vice President, Member Services
Texas Charter Schools Association
700 Lavaca, Suite 930
Austin, Texas 78701
Fax: (512) 584-8492
dpierce@txcharterschools.org

2.3.1. Response to Questions. TCSA specifically instructs all interested parties to restrict questions regarding this RFP to fax or e-mailed written communications forwarded to Ms. Denise Nance Pierce at the fax number or e-mail address listed above. **It is TCSA's intent to respond to all appropriate questions and concerns that are received by 5:00pm on Wednesday, February 17, 2010;** however, TCSA reserves the right to decline to respond to any question.

2.3.2. Addendum. It is TCSA's intent to notify all interested requestors of each of the questions received from interested parties and of the answers provided by TCSA. This notice to all interested parties may be provided, in TCSA's sole discretion, as a formal Addendum to this RFP to all parties recorded by the TCSA as having received a copy of this RFP. Only TCSA's responses that are made by formal written Addenda shall be binding. Any verbal responses or written interpretations or clarifications other than formal Addenda to this RFP shall be without legal effect. All Addenda issued by TCSA prior to the Submittal Deadline shall be and are hereby incorporated as a part of this RFP for all purposes.

Any interested party that receives this RFP by means other than directly from TCSA is responsible for notifying TCSA that it is in receipt of an RFP package, and shall provide the party's name, address, telephone number and FAX number, in the event TCSA issues Addenda to this RFP or provides written answers to questions.

2.4 Selection Process

TCSA intends to select the Preferred Vendor in accordance with the following process and schedule, but reserves the right to change the process and/or schedule in any manner that will be in the best interest of TCSA member schools or in the best interest of the Association. Any change to the selection process or schedule will remain consistent with the letter or spirit of the TCSA Preferred Vendor Policy attached to the RFP at Appendix 1. All dates refer to the 2010 calendar year:

Feb 8 th	Release Date for Request for Proposals
Feb 17 th	Deadline for Questions Concerning the RFP
Feb 22nd	Submittal Deadline
Feb 23 nd -Mar 4 th	TCSA staff solicits feedback from (1) open enrollment charter schools using each software product proposed by the interested parties, (2) certified public accountants or other financial professionals who provide financial services to open enrollment charter schools, and possibly also (3) software technicians or designers to evaluate the rigor of each proposed software product.
March 5 th	TCSA staff compiles and sends information packet to the members of the TCSA Member Services Committee; Solicits feedback.
March 8-19 th	Feedback period for members of the TCSA Member Services Committee, including perhaps a webinar or live demonstrations by invited proposers
March 24 th	Final Staff Evaluations and Development of Recommendation to the TCSA Board of Directors
Week of April 5th	Meeting of the TCSA Board of Directors and Target Date for Board Decision
April 15 th	Target Date for Execution of Contract with Preferred Vendor
April 16 th	Target Date for Planning Meeting between selected vendor and TCSA staff to discuss marketing and formal launch of the partnership

TCSA may make the selection of the Preferred Vendor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, TCSA may make the selection of the Preferred Vendor on the basis of negotiation with one or more of the Proposers. In conducting such negotiations, TCSA will attempt to avoid disclosing the contents of competing proposals.

At TCSA's sole option and discretion, TCSA may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range as determined solely by TCSA. For purposes of negotiation, TCSA may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, TCSA will defer further action on proposals not included within the competitive range pending the selection of the Contractor; provided, however, TCSA reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of TCSA.

TCSA reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of TCSA.

2.5 Criteria for Selection

2.5.1. Best Value. The selected Preferred Vendor, if any, will be the Proposer that submits a timely proposal that demonstrates the best value for Member Schools and the Association. Best value shall be determined by the evaluation of primary and secondary factors:

- (a) Primary factors include the quality of the goods or services that will be offered to Member Schools, the price of goods and services for the Member Schools, the professional reputation of the entity, the likelihood that use of the product or service will improve the effectiveness of the Member Schools, and input from the TCSA Member Services Committee.
- (b) Secondary factors include the amount of earned income that may be generated for the Association and any other factor determined relevant by the TCSA Board of Directors or Executive Director.

2.5.2. TCSA Membership. Only entities that are members of the Association are eligible to be deemed a Preferred Vendor. **Each proposer must state in a cover letter to its proposal that it is a TCSA member or that it intends to become a member of the TCSA if selected as the Preferred Vendor.**

Information about vendor membership in TCSA is attached to the RFP as Appendix 2. **If a proposer is not or fails to become a member of TCSA within 30 calendar days of being selected as the Preferred Vendor, the vendor will be disqualified from eligibility for Preferred Vendor status. Any contract between the Vendor and TCSA immediately will be considered void and unenforceable.**

2.5.3. TCSA Annual Conference Sponsor Exhibitor. Preferred vendors are expected, but not required, to be a sponsor or exhibitor at the TCSA Annual

Conference. **Each proposer must state in a cover letter to its proposal whether it is or intends to become a sponsor or exhibitor at the 2010 Annual Conference on May 12-14, 2010 in Grapevine, Texas.** More information about the annual conference can be found at www.texascharterconference.com.

2.5.4. Relative Weights. The factors to be considered by TCSA in evaluating proposals and selecting the Preferred Vendor will be based on the following rating scale:

Primary Factors	60%
Secondary Factors	25%
TCSA Membership	10%
Conference Sponsorship/Exhibitor	5%
	100%

2.6 Proposer's Acceptance of Evaluation Process Methodology

By submitting a proposal, Proposer acknowledges:

- (1) Proposer's acceptance of the preferred vendor Selection Process set forth in Section 2.4 of this RFP and the Criteria for Selection set forth in Section 2.5 of this RFP; and
- (2) Proposer's recognition that some subjective judgments must be made by TCSA during this RFP process.

2.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) TCSA has made no representation written or oral with any interested party that one or more agreements with TCSA will be awarded under this RFP; and (2) Proposer shall bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a response to this RFP.

SECTION 3. SOFTWARE SPECIFICATIONS

3.1. General Overview

As indicated in Section 1.3 of the **RFP**, TCSA is soliciting proposals to designate a Preferred Vendor in the area of Student and Financial Management Software. TCSA's objective is to identify and market to its member schools preferred **Software** that meets that the specifications described below. Recognizing that an easy-to-use, reliable software system will promote efficient school operations and enhanced data quality, TCSA seeks to designate a preferred **Software** system that will provide the best value to open enrollment charter schools.

3.2 Interoperability Strongly Preferred

TCSA aims to help our members maintain high quality student and financial data. To this end, we are seeking to designate one Preferred Vendor for an interoperable software system that handles both (a) student data collection, management, and reporting, and (b) financial data collection, management, and reporting. **Each Proposer must state whether its proposed product is an interoperable software system.**

TCSA will accept proposals from Proposers offering only student data management software or offering only financial management software, but these products are not preferred. **If a Proposer elects to submit a proposal for only student data management software or for only financial management software, the Proposer should include in its submission an explanation and examples of the following:**

- (a) In the case of a Proposer offering student data management software only, the extent to which the Proposer's software interfaces or integrates with other financial management software for the purposes of efficient school operations and for accurate reporting through PEIMS; and
- (b) In the case of a Proposer offering financial management software only, the extent to which the Proposer's software interfaces or integrates with other student management software for the purposes of efficient school operations and for accurate reporting through PEIMS.

3.3 General Specifications

The subsections below specifically describe the desired elements for the general functionality of the software. In its response to the RFP, **each Proposer must describe the extent to which its software product meets or exceeds these desired specifications.** To the extent the software product does not meet or exceed any desired specification, the Proposer should explain its timeframe for plans to meet or exceed the desired specification.

- A. Web-Based Program (i.e., the program is accessed through an internet browser, which allows users to access the program from any computer in the world that is connected to the world wide web.)
- B. Charter School Specific – All available functions, the chart of account codes, features, and menu options are applicable directly to and only for Texas open enrollment charter schools. Further, the Proposer must be willing to continually update the software in response to changing compliance requirements and in response to the needs and demands of open enrollment charter schools using the product.
- C. Scalable – The system should be capable of supporting the full range of charter types, from small charter systems with one campus to very large charter systems that manage multiple charters, multiple TEA district identification numbers, and multiple campuses within each charter system.
- D. Secured System – The system proposed must secure the stored data:
 - 1. Stored Data must be backed up daily and secured from corruption, failure or loss
 - 2. Sensitive data must be encrypted during transmission
 - 3. System will allow for backup of information without interruption/downtime
 - 4. System must be capable of auditing user access
 - 5. User authentication process to ensure appropriate data privacy
 - 6. User access permissions and role based access control
 - 7. Disaster recovery plan
- E. Data Standards Compliant for Mandatory Reporting Through PEIMS
- F. Interface Capabilities - The software should be SIF certified, able to interface with other software products commonly used in the school environment including, for instance, the Microsoft suite including Excel, Access, Time Clock Plus (or other software for tracking work hours), Nutri-Kids (or other software for tracking student eligibility and participation in the national free and reduced meals program), various student performance management software, various organizational performance management software, and others
- G. Multi-User Capability

- H. Sufficient Support
 - 1. Software Support - (support for understanding and using the software for the desired ends of the user)
 - 2. Compliance Support (support for understanding and implementing the proper data inputs and reports to ensure compliance with charter school rules and regulations)
- I. Ease of Conversion
 - 1. Training Opportunities and Ongoing Support
 - 2. Limited Role of School Staff in Importing Data from Former Software
- J. Sturdy and Robust Architecture of Software System Design
 - 1. ODBC Compliant
 - 2. VMCF Compliant
- K. Minimal Local Hardware Requirements

3.4. Student Management Software Specifications

The subsections below specifically describe the desired elements for the functionality of the student management side of the software. In its response to the RFP, **each Proposer must describe the extent to which its software product performs these functions.** Additionally, the Proposer should describe the extent to which the software product includes additional functionality or special features that help school efficiencies and improve data quality for charter school management and reporting compliance.

- A. Student Attendance Accounting
 - 1. Reporting By Classroom Teacher
 - 2. Reporting By Campus
 - 3. Reporting For Multiple Charters
 - 4. Access by Individual Classroom Teachers
- B. Student Class Scheduling
 - 1. Multiple Calendar Tracks for the School Year
 - 2. Flexible Master Scheduling Capabilities
 - 3. Multiple Campuses
 - 4. Multiple Charters
- C. Electronic Grade Book
 - 1. Teacher Remote Access
 - 2. Parent Remote Access
 - 3. Properly Secured to Protect the Privacy of Student Records
 - 4. Generate Report Cards
- D. Student Records Information
 - 1. Education Records
 - 2. Student Discipline Records
 - 3. Immunizations

4. Emergency Contacts
 5. Directory Information
 6. Transcripts
 7. T-REX
 8. Manage Enrollment/Student Enrollment Waiting Lists
 9. Special Education Records and Tracking
 10. Student Transportation Management
- E. Robust Reporting Functions
1. Exhaustive Query Capabilities
 2. Attendance Trends
 3. Student Enrollment/Vacancy Trends
 4. Other Reports

3.5. Financial Management Software Specifications

The subsections below specifically describe the desired elements for the functionality of the financial management side of the software. In its response to the RFP, **each Proposer must describe the extent to which its software product performs these functions.** Additionally, the Proposer should describe the extent to which the software product includes additional functionality or features that help school efficiencies and improve data quality for school management and reporting compliance.

- A. Payroll
1. Current Tax Tables (Federal and State)
 2. Current TRS Formulas
 3. TRAQs Upload Complaint
 4. Employee View Access
 5. Direct Deposit with automated employee e-mail delivery
 6. Flexible Pay Schedules
 7. Linked to HR module for staff attendance
 8. TWC Upload Compliant
- B. Accounts Payable
1. Vendor Management, including 1099s
 2. Partial Payment Capabilities
- C. Accounts Receivable (i.e. billing for library fines, after school programs, fees for extracurricular Activities, fundraisers, services to other charter schools, etc.)
- D. Budget Management
1. Budget Development
 2. Budget-to-Actual Reporting
 3. Budget Amendment/Revision Management

- E. Purchasing Function
 1. Requisitions and Purchase Orders
 2. Electronic Approval Process
 3. Budget Checking Features (i.e., purchasing transactions are blocked when a proposed purchase threatens to overspend the budget in a certain code)
 4. Scan and Attach Paper Invoices to Store Electronically

- F. Human Resources
 1. Employee Leaves and Absences Tracking
 2. Employee Directory Information, including Emergency Contacts and PIA preferences
 3. State of Texas Service Record
 4. State Required new Hire Tracking
 5. Benefits Management
 6. Employee Access

- G. General Ledger
 1. Charter School Chart of Accounts
 2. Bank Reconciliations
 3. Journal Entries that tie to the bank reconciliation
 4. Three-part check printing (i.e., one check with two stubs)
 5. Flexible check formatting option (i.e., school may use current supply of checks)

- H. Capital Assets
 1. Automatic Depreciation
 2. Inventory Management

- I. Compliant with Applicable Accounting Standards

- J. Robust Reporting Functions
 1. Exhaustive Queries, Search, Sort, Masking, and Filter Capabilities
 2. Drill Down and Navigation Capabilities from Each Transaction
 3. TRS Reports
 4. IRS Reports (Ws, 1099s, 941s, etc)
 5. Financial Statements

3.6 System History and Anticipated Releases

Each Proposer must provide the following information about the proposed software system:

- A. Name of system/product

- B. Date of initial release
 1. Years Product in Service
 2. Years Product in Service to Texas Charter Schools

- C. Date of most recent release
- D. Date of next major or minor release, including a description of the functionality and features expected to be added or revised. State the extent to which charter school operators are being or will be consulted about the scope and content of product revisions
- E. Average frequency of new releases

SECTION 4. GENERAL QUESTIONNAIRE

Proposers must submit a complete response to each of the questions listed below. In cases where a question does not apply or if unable to respond, Proposers should indicate N/A for Not Applicable or N/R for No Response, as appropriate. The Proposer must explain the reasons when responding N/A or N/R.

4.1 Client, Reference, and Staffing Information

- A. List Existing Charter School Clients (by state)
- B. List Existing Traditional School District Clients (by state)
- C. List the Names and Contact Information of at least three references from charter school officials currently using the software product
- D. Provide summary resumes for Proposer's proposed key personnel who will be providing services to member schools under the Agreement with TCSA, including their specific experiences with similar service projects, and number of years of employment with Proposer.

4.2 Information Relating to the Financial Stability of the Proposer and Its Related Entities

- A. Legal Name of the Proposer's Company, including the address of the office that will be providing the products and support services to TCSA's member schools.
- B. General Description of the Company's Purpose and Enterprise
- C. Number of Years in Business
- C. Number of Employees
- D. Name of Parent Corporation, if any.
- E. List the members/owners of any LLC and identify all subsidiaries and related entities.
- F. Identify State of Incorporation. If a Texas corporation, include a letter of good standing from the State Comptroller of Public Accounts for the Proposer entity and for subsidiaries or related entities. If not a Texas corporation, include a letter for good standing from the state government in which the entity was incorporated.
- G. A copy of any documentation evidencing the owners of all trademarks, copyrights, or licenses associated with the proposed software.

- H. An audited year-end financial report for the last three fiscal years for the Proposer entity and for its subsidiaries or related entities.
- I. Information concerning the nature and status of any lawsuit filed against the Proposer, its subsidiaries, or its owners/members by any current or former client, by any current or former employee, or by any other person or entity in the last ten years.
- J. Provide a Financial rating of the Proposer entity and any related documentation, such as a Dunn and Bradstreet analysis (if such a rating and documentation are available), that indicates the financial stability of Proposer.
- K. Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer shall explain the expected impact on its software product and services.
- L. Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer shall specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- M. Provide any additional information to assist TCSA in assessing Proposer's demonstrated capability and financial resources to provide software product and services described in this RFP.

SECTION 5. PROPOSED PRICE AND REBATE STRUCTURE

5.1 Proposed Pricing for Member Schools

Each Proposer must explain the proposed annual price or pricing structure for the software product and services. Each Proposer's response concerning the proposed pricing must address the following:

- A. The base price for the proposed software product and support services, including a description of the training and support services included in the base price for initial conversion
- B. Whether additional fees apply for additional support and training beyond initial conversion, and if so, the additional amount
- C. Whether additional fees apply for the conversion of data from the school's previous software system
- D. Whether additional fees apply per user
- E. Whether schools may make installment payments
- F. The description of any discounts that may be offered based on the volume of sales generated through the TCSA program, including a discussion of proposed price differentials between charter schools that are members of TCSA and charter schools that are not members of TCSA.
- G. The full disclosure and description of any and all imbedded fees
- H. A description of the minimal hardware requirements and a discussion of the extent to which member schools must purchase additional software or hardware to support use of the proposed software product
- I. An estimated total cost for a school's annual use of the proposed software

5.2 Proposed Rebate for TCSA

Once the Preferred Vendor is selected, TCSA will market the software product to its member schools as deemed appropriate by TCSA.

TCSA intends for its marketing efforts to include advertising on the TCSA website, periodic advertising in TCSA's weekly newsletter, and strategically timed e-mail blasts to its member schools. TCSA also may collaborate with the Preferred Vendor to design co-branded printed materials that promote the selected product. It is TCSA's intent to distribute any such co-branded printed materials to member schools in several venues including on TCSA staff visits to member schools, through direct mail, and at TCSA-hosted meetings, training seminars, and conventions.

The expenses for TCSA's marketing efforts will be borne by TCSA, but the Preferred Vendor is also expected to expend its resources to promote the software product to TCSA member schools. **Each proposer should state and describe its proposed rebate to TCSA for acting as a group purchasing agent and marketing agent for the program.**

SECTION 6. ADDITIONAL INFORMATION

6.1 Additional Services or Benefits

Provide a list of any additional services or benefits *not otherwise identified in this RFP* that Proposer would propose to provide to TCSA's member schools or to TCSA.

6.2 Unique Advantages

Describe in detail any unique or special services or benefits offered or advantages to be gained by TCSA from doing business with Proposer.

6.3. Anticipated Difficulties

Describe any difficulties Proposer anticipates in performing as TCSA's Preferred Vendor for Student and Financial Management Software and how Proposer plans to manage these difficulties. Proposer shall describe the assistance it will require from TCSA.

SECTION 7. PROPOSAL REQUIREMENTS

7.1 General Instructions

Proposer should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Failure to submit a complete response may result in disqualification of Proposer's proposal.

Proposals and any other information submitted by Proposer in response to this RFP shall become the property of TCSA.

Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

7.2 Binding Representations by Proposer

Representations made by Proposer within its proposal will be binding on Proposer. The Proposer will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

7.3 Specific Instructions

7.3.1. Binder. Proposals should be typed on letter-size (8-1/2" x 11") paper, and should be submitted in a binder. Preprinted materials should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

7.3.2. Table of Contents. Proposals shall include a Table of Contents with page number references. The Table of Contents should contain sufficient detail and be organized according to the same format as presented in this RFP, to facilitate easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

7.3.3. Pagination. All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

7.3.4. Number of Copies. Proposer should submit a total of 6 (six) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Cover Letter at least one (1) copy of the submitted proposal. The Cover Letter must include the contents required in this RFP. The copy of the Proposer's proposal bearing an original signature should

contain the mark “original” on the front cover of the proposal. Additionally, Proposer should submit an electronic version of the entire proposal in .pdf format. The electronic version should be submitted by the Submittal Deadline to dpierce@txcharterschools.org.

7.3.5. Modification or Withdrawal. No proposal may be changed, amended, or modified after it has been submitted in response to this RFP. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline.

7.3.6. Proposal Validity Period. Each proposal must state that it will remain valid for TCSA’s acceptance for a minimum of one hundred and twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays. The successful proposal accepted by TCSA shall remain valid for the full term of the Agreement or other contractual arrangements resulting from this RFP.

APPENDIX 1

TCSA Board of Directors Preferred Vendor Endorsement Policy

WHEREAS the mission of the Texas Charter Schools Association is to accelerate student achievement in Texas by empowering and improving a diverse set of effective charter schools; and

WHEREAS strategic partnerships with private entities may help improve the financial and academic performance of the Association's Member Schools; and

WHEREAS strategic partnerships with private entities will expedite certain kinds of assistance to member schools by eliminating the delay and expense associated with research, development, marketing, and promotion of TCSA's own products and services; and

WHEREAS strategic partnerships with private entities may generate earned income for the Association;

THEREFORE BE IT RESOLVED THAT the TCSA Board of Directors hereby adopts the following Preferred Vendor Endorsement Policy, which shall be effective on the date that the policy is adopted by the TCSA Board of Directors.

SECTION 1. COMPETITIVE PROCUREMENT PROCESS. The TCSA Executive Director or his or her designee shall conduct a competitive procurement process for each potential Contract Award unless the product or service is available only through a single, sole source for the product or service. The competitive procurement process must include the direct solicitation of bids or proposals from reputable vendors of the desired product or service and advertisement of the competitive bid or proposal opportunity through TCSA publications and other appropriate periodicals.

SECTION 2. CONTRACT AWARD.

SECTION 2.1. Best Value. Any contract awarded pursuant to this preferred vendor policy must be awarded to the entity that demonstrates the best value for Member Schools and the Association. Best value shall be determined by the evaluation of primary and secondary factors:

- (a) Primary factors include the quality of the goods or services that will be offered to Member Schools, the price of goods and services for the Member Schools, the professional reputation of the entity, the likelihood that use of the product or service will improve the effectiveness of the Member Schools, and input from the TCSA Member Services Committee.
- (b) Secondary factors include the amount of earned income that may be generated for the Association and any other factor determined relevant by the TCSA Board of Directors or Executive Director.

SECTION 2.2. Membership Required. Only entities that are members of the Association are eligible for a Contract Award. Preferred vendors are expected, but not required, to be a sponsor or exhibitor at the TCSA Annual Conference.

SECTION 2.3. Award by the Board of Directors. All contracts awarded pursuant to this preferred vendor policy must be awarded by the TCSA Board of Directors based on a recommendation from the TCSA Executive Director. The Executive Director shall consider the best value factors identified in Section 2.1 of this policy when determining his or her recommendation to the Board of Directors. No contract shall be binding against the Association until it is formally executed by the TCSA Board of Directors.

SECTION 3. CONTRACT TERMS. Any contract awarded pursuant to this preferred vendor endorsement policy must, at a minimum, include the following terms:

SECTION 3.1. Length of Contract. The typical term of any Contract Award shall be for a period of three years unless the TCSA Board of Directors determines that a different contract length is in the best interest of Member Schools and/or the Association.

SECTION 3.2. Termination Clauses. Each awarded contract shall contain termination clauses favorable to the Association including immediate termination at will if the TCSA Board of Directors or Executive Director determines that a continued relationship with the Vendor may be harmful for Member Schools or impair the integrity or reputation of the Association.

SECTION 3.3. Indemnification. Each entity will agree to indemnify TCSA including its officers, directors, employees, and agents from and against any and all liabilities, damages, costs and expenses, including reasonable legal fees and other costs of defense, that arise from or relate to third party claims or suits against any of the indemnified parties named in this section.

SECTION 3.4. Sufficient Insurance. Each entity will agree to maintain sufficient insurance at this sole expense in the coverage types and in the amounts determined appropriate by the TCSA Board of Directors.

SECTION 3.5. Audit. The Association will secure the right to audit the preferred vendor's records pertaining to the Contract Award and the entity's sales to Member Schools.

SECTION 3.6. Warranty. Preferred vendors must warrant the quality of its goods or services, sufficient inventory, high quality customer service, and customer satisfaction.

SECTION 4. ROLE OF THE ASSOCIATION.

SECTION 4.1. Group Purchasing Agent. The Association shall act only as a group purchasing agent in connection with any Contract Award. The Association shall not incur any liability or obligation to any selected entity or to any Member School arising from business conducted between the selected entity and the Member School.

SECTION 4.2. Marketing. The Association will market the awarded product and services to Member Schools, but the Association's advertising, sponsorship, and conference activities will not be exclusively offered to preferred vendors.

SECTION 5. TRANSPARENCY. The Association's Board of Directors and Executive Director shall implement this policy in complete transparency, notifying Member Schools of the existence of any competitive procurement process and the general terms of any Contract Award. Member Schools, upon request, are entitled to review and inspect any non-proprietary document maintained by the Association related to the competitive procurement process, the Contract Award, or the contract's implementation.

BOARD SECRETARY'S AFFIRMATION:

I hereby affirm that this Preferred Vendor Endorsement Policy was adopted by the TCSA Board of Directors on December 8, 2009.

Lori Fey
TCSA Board Secretary – Printed Name

TCSA Board Secretary – Signature

Date of Signature

APPENDIX 2

TCSA VENDOR MEMBERSHIP LEVELS and BENEFITS 2010

Platinum - \$25,000

25% discount on Texas Charter Schools Conference sponsorship (Silver and above)
Recognition as Co-sponsor of conference special evening event
Logo designation as TCSA Vendor Member on conference website, in conference program guide and at booth space
Priority meeting opportunity with TCSA
Member of TCSA Sponsor Advisory Board
Logo placement w/links on TCSA website
Four tickets for TCSA conference luncheon and one table of eight at evening celebration
Association mailing list

Gold - \$15,000

15% discount on Texas Charter Schools Conference sponsorship (Silver and above)
Recognition as Co-sponsor of conference welcome event
Logo designation as TCSA Vendor Member on conference website, in conference program guide and at booth space
Meeting opportunity with TCSA
Logo placement on TCSA website
Four tickets for TCSA conference luncheon and one table of eight at evening celebration

Silver - \$10,000

10% discount on Texas Charter Schools Conference sponsorship (Silver and above)
Logo designation as TCSA Vendor Member on conference website, in conference program guide and at booth space
Meeting opportunity with TCSA
Four tickets for TCSA conference luncheon

Bronze - \$5,000

20% discount on booth space at Texas Charter Schools Conference
Logo designation as TCSA Vendor Member on conference website, in conference program guide and at booth space
Logo placement on TCSA website
Two tickets for TCSA conference luncheon

Business Membership - \$1,500

10% discount on booth space at Texas Charter Schools Conference
Recognition (company name) as TCSA Supporter on conference website, in conference program guide and at booth space
Recognition (company name) on TCSA website as TCSA supporter
Opportunity to underwrite specific Member Council Meeting
Logo placement on meeting materials