



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: October 18, 2023

Agenda Section: Consent

Agenda Item Title: Approval of RFP 2023-11 General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

From: Tony Kingman, Chief Financial Officer

Additional Presenters if Applicable: N/A

Description: RFP 2023-11 General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs will be utilized for district wide use for the referenced services mentioned in bid title.

Historical Data: n/a

Recommendation: Recommend to Board of Trustees to approve the following vendors that obtained a passing score of 70% or better.
AKJ Education, Barnes and Noble, BrainPOP, Capstone, Carnegie Learning, Cengage Learning, CEV Multimedia, College Board, Committee for Children, CompTIA, Curriculum Associates, Ed Tech Soft, Eduphoria!, Explore Learning, Exploros, FEV Tutor, Frontline Technologies, Imagine Learning, Istation, IXL Learning, Jennifer Martin Educational, Lakeshore Learning Materials, Lead4ward, Learning A-Z, Learning Zone, Lexia Learning, Literacy DBA TX Reads, Lowman Consulting, McGraw Hill, Nearpod, Newsela, Notable Inc DBA Kami, ORIGO Education, Progress Learning, Renaissance Learning, Savvas Learning Company, Schools PLP, Sirius Education Solutions, Summit K-12 Holdings, Tang Math, Whole Phonics, and William H Sadler

Purchasing Director and Approval Date: Victoria Cantu, October 6, 2023

Funding Budget Code and Amount: budget codes varies (District Wide use)

Goals: 3. SSAISD will implement program initiatives and activities that reflect a commitment to preparing 100% of students for post-secondary educational or career paths.



RFP 2023-11

General Student Learning & Testing Materials, Software, Professional Development Presenters for Staff/Student Programs

Friday, Sept 8, 2023	<p>1st advertisement on Express Newspaper <i>(Per Texas Education Code, bidding opportunities are to be posted on the local newspaper at a minimal of 2 days, in a two week period)</i></p>
Friday, September 15, 2023	<p>2nd advertisement on Express Newspaper <i>(Per Texas Education Code, bidding opportunities are to be posted on the local newspaper at a minimal of 2 days, in a two week period)</i></p>
Wednesday, Sept 20, 2023 2:00 pm	<p>Vendor Questions due on Ionwave <i>(Interested vendors have the opportunity to ask questions regarding the bidding opportunities as it pertains to the scope of work, bid details, etc. All questions are to be submitted on Ionwave for public view)</i></p>
Monday, September 25, 2023 5:00 pm	<p>Addendum due <i>(Vendor questions are to be answered by this given date. All responses are posted on Ionwave for public view)</i></p>
Monday, October 2, 2023 2:30 pm	<p>Virtual Bid Opening</p> <p>Google Meeting Details Video call link: https://meet.google.com/roc-ncji-tox Or dial: (US) +1 414-909-6539 PIN: 919 961 602#</p> <p><i>(Committee Members are to refer to their invite sent via outlook calendar. The purpose of the Bid opening is to disclose the names of the proposals received. Interested Vendors must submit proposals by this given date)</i></p>
Wednesday, October 4, 2023	<p>Evaluation Meeting SSAISD Administrative Building, Board Room 101 1450 Gillette Blvd</p> <p><i>(Committee members will meet to discuss and score proposals received. Depending on the number of submissions received, an additional meeting will be needed. Laptops are needed.)</i></p>
October 18, 2023 (Tentative)	<p>Recommendation (s) made to Board of Trustees SSAISD Board Meeting</p>

Supplier Scoring Summary- RFP 2023-11 General Student Learning & Testing Materials, Software, Professional Development

Supplier	Rank	Score	Internal Evaluation	Purchase Price	Reputation of the Vendor's Goods or Services	Quality of the Vendor's Goods or Services	Extent to which the Vendor's Goods or Services Meets the District's Needs	Vendor's Past Relationship with the District	References	SWMBE Certifications	The total cost to the District to acquire the vendor's goods or services	Value added incentives beneficial to the District.
		100		30.00	10.00	10.00	20.00	5.00	5.00	6.00	5.00	9.00
BARNES & NOBLE BOOKSELLERS INC	1	95.50		30.00	10.00	10.00	20.00	5.00	5.00	1.50	5.00	9.00
Lakeshore Learning Materials, Learning A-Z, LLC	2	94.00		30.00	10.00	10.00	20.00	5.00	5.00	0.00	5.00	9.00
Lexia Learning Systems LLC	3	94.00		30.00	10.00	10.00	20.00	5.00	5.00	0.00	5.00	9.00
lead4ward, LLC	4	92.00		28.00	10.00	10.00	20.00	5.00	5.00	0.00	5.00	9.00
Tang Math LLC	5	90.25		30.00	9.25	9.00	20.00	5.00	5.00	0.00	4.00	8.00
Curriculum Associates	6	90.00		30.00	10.00	10.00	19.00	3.00	5.00	0.00	4.00	9.00
Literacy San Antonio, Inc. dba BrainPOP LLC	7	89.25		28.00	9.00	10.00	20.00	5.00	5.00	0.00	4.25	8.00
College Board	8	88.00		27.00	10.00	10.00	20.00	5.00	5.00	0.00	3.00	8.00
Istation	9	87.00		28.00	10.00	9.00	18.00	5.00	5.00	0.00	4.00	8.00
Nearpod Inc.	10	87.00		27.00	10.00	10.00	18.00	5.00	5.00	0.00	4.00	8.00
Capstone	11	86.50		28.00	9.00	9.00	18.00	4.00	5.00	1.25	4.00	8.25
Imagine Learning LLC	12	85.75		28.00	9.00	9.00	18.00	3.00	5.00	0.00	5.00	8.75
	13	84.25		28.00	10.00	9.75	19.50	4.00	5.00	0.00	3.00	5.00
	14	84.25		29.00	9.00	9.00	18.00	4.00	3.25	0.00	4.00	8.00

Eduphoria! Inc	15	83.00	28.00	8.25	9.00	17.00	3.75	5.00	0.00	5.00	7.00
Frontline Technologies Group L	16	82.00	27.00	9.00	8.00	18.00	4.00	5.00	0.00	3.00	8.00
Committee for Children	17	81.25	28.00	8.25	8.25	17.25	3.50	4.75	0.00	4.00	7.25
Carnegie Learning, Inc.	18	81.00	28.00	9.00	9.00	18.00	4.00	4.50	0.00	4.00	4.50
ExploreLearning, LLC	19	81.00	28.00	8.00	8.00	18.00	3.00	5.00	0.00	4.00	7.00
Exploros, Inc.	20	81.00	28.00	8.00	8.00	17.25	3.75	4.25	0.00	4.00	7.75
CompTIA	21	80.00	28.00	8.00	8.00	17.00	3.00	5.00	0.00	4.00	7.00
FEV Tutor, Inc.	22	79.00	28.00	7.00	8.00	17.00	3.00	5.00	0.00	4.00	7.00
Cengage Learning, Inc.	23	78.00	27.00	7.00	8.00	17.25	4.50	5.00	0.00	4.00	5.25
AKJ Education	24	77.00	26.00	7.00	8.00	17.00	3.00	5.00	0.00	4.00	7.00
CEV Multimedia, LLC	25	76.98	18.00	7.00	7.00	17.00	3.00	5.00	1.25	3.00	7.00
Ed Tech Soft, Inc.	26	76.66	22.00	7.25	7.00	16.00	3.25	3.50	0.00	3.00	6.00
Sirius Education Solutions LLC	27	76.64	28.00	9.00	8.00	18.00	4.00	5.00	0.00	4.00	7.67
Whole Phonics	28	75.95	27.00	7.00	7.00	17.00	3.00	3.00	0.00	4.00	7.00
Jennifer Martin Educational Co	29	75.64	28.00	9.00	9.00	18.00	4.00	5.00	5.00	4.00	8.00
Summit K12 Holdings, Inc.	30	75.35	29.00	8.00	9.00	18.00	4.00	5.00	0.00	4.00	9.00
Lowman Consulting, LLC	31	75.31	29.00	9.00	9.00	18.00	4.00	4.00	0.00	4.00	8.00
Learning Zone	32	75.18	28.00	9.00	9.00	18.00	4.00	4.00	0.00	4.00	8.00
Newsela, Inc.	33	74.93	28.00	9.00	8.00	18.00	4.00	4.00	0.00	4.00	8.00
Renaissance	34	74.36	28.00	9.00	9.00	18.00	4.00	3.00	0.00	4.00	8.00
ORIGO Education	35	74.25	28.50	9.00	8.00	18.00	4.00	3.00	0.00	4.00	8.00
Progress Learning LLC	36	74.00	28.00	8.00	9.00	17.00	4.00	3.00	0.00	4.00	8.00
Savvas Learning Company LLC	37	73.50	27.00	8.00	8.00	18.00	4.00	3.00	0.00	4.00	8.00
IXL Learning, Inc.	38	73.20	27.00	8.00	8.00	18.00	4.00	4.00	0.00	3.00	7.00
Notable Inc. DBA Kami	39	73.18	27.00	8.00	8.00	18.00	4.00	3.00	0.00	4.00	7.00
McGraw Hill LLC	40	73.00	26.00	8.00	8.00	18.00	4.00	4.00	0.00	3.00	7.00
SchoolsPLP	41	72.25	27.00	8.00	8.00	17.00	4.00	3.00	0.00	4.00	7.00
William H. Sadlier, Inc	42	72.21	27.00	8.00	7.00	17.00	3.00	3.00	0.00	4.00	8.00
		80.80	27.61	8.64	8.64	18.08	3.97	4.39	0.21	3.98	7.61

Evaluators
Adame, Greta
Benavidez, Judy
Dominguez, Vanessa
Herrera, Rebecca



2023-11 Addendum 9
AKJ Education
AKJ WHOLESALE LLC
Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of

Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

AKJ Education Information

Contact: Bids Team
Address: 2700 Hollins Ferry Rd
Baltimore, MD 21230
Phone: (800) 922-6066
Email: bids@akjeducation.com
Web Address: <https://www.akjeducation.com/>

By submitting your response, you certify that you are authorized to represent and bind your company.

Angela Christianson
Signature

bids@akjeducation.com
Email

Submitted at 10/2/2023 01:40:45 PM (CT)

Supplier Note

AKJ Education is pleased to respond to 2023-11 Addendum 9 (General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs) with the following information.

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission (1).xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions_.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate 101112528.pdf

Edgar Certification Form

Edgar Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of Interest_SSAISD_2023.pdf

Reference #1

AKJ Reference Sheet from Pasco.pdf

Reference #3

AKJ B-2343LM Reference Sheet.pdf

Reference #2

AKJ Reference Sheet Baltimore.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

WHY AKJ.docx

Misc Information (NOT REQUIRED)

AKJ PRICING, SHIPPING, RETURN POLICIES.docx

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 **Anti-Trust Certification**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

No

10 **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

N/A

1
1 **Criminal Background Check Requirement**

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1 4	SWMBE Certification List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises) Must attach Certificates on the "Responses Attachment" tab <input type="text" value="Not MWBE certified"/>
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1 5	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. <input type="checkbox"/> I Agree
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1 6	Debarment or Suspension Certification Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. (I) Certifies 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 of agency under the Federal OMB, A-102, common rule. Failure to certify will render bidder non-responsive and will not be considered for award. <input type="text" value="Agree"/>
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1 7	No Israel Boycott Certification Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1) Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code. <input checked="" type="checkbox"/> I Agree
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1 8	No Excluded Nation or Foreign Terrorist Organization Certification Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code. <input checked="" type="checkbox"/> Agree
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19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

Pricing Proposals for

General Student Learning & Testing Materials

Vendor Name: AKJ WHOLESALE LLC DBA AKJ EDUCATION

Discount Range From (Lowest)	Enter lowest percentage of discount offered <u> 27 </u> %
Discount Range From (Highest)	Enter Highest percentage of discount offered <u> 27% </u>

Indicate Yes / No if category fits product sold	Description
NO	Fine Arts Equipment, Supplies, and Materials (ex: paint, glaze, drawing paper, tools, models,
NO	Advanced Placement, Gifted & Talented College & Career Readiness Materials (ex: Career Exploration and Planning Tools
NO	Classroom Specialty Items (ex: flags, games, posters, display materials)
NO	Math Supplies & Equipment (ex: furniture, carpets, manipulatives, games, puzzles)
NO	Early Literacy, Early Childhood, and Early Learning Materials (ex: furniture, carpets, manipulatives, games, puzzles)
YES	Library Services and Materials (ex: Book Supports, Pamphlet & Document Storage Devices, General Library Supplies)
NO	Science Equipment and Supples (ex: Incubators, lamps, test tubes, lab supplies, Physical and Earth Science, Chemistry)
NO	Special Education Instructional Materials and Supplies (ex: Assistive Devices, Learning Aids, Audio /Visual Aids)
NO	Testing and Assesment Materials (ex: Test Forms, Scanning Sheets, and Booklets)
YES	Textbooks (ex: Textbooks not found through the Texas Education Agency)
YES	English Language Arts & Reading Materials (ex: teaching aids and classroom instructional items)
YES	Math Instructional Materials (ex: teaching aids, manipulatives and classroom instructional items)
YES	Social Student Instructional Materials (ex: teaching aids, and classroom instructional items)
YES	Bilingual & ESL Instructional Materials (ex: teaching aids, and classroom instructional items)
NO	Response to Intervention, 504 and Dyslexia Materials (ex: teaching aids, manipulatives, and classroom instructional items)
NO	Counseling and Mentoring Materials (ex: teaching aids, booklets, and instructional materials)



2023-11 Addendum 9

BARNES & NOBLE BOOKSELLERS INC

Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

BARNES & NOBLE BOOKSELLERS INC Information

Contact: Business Development Team
Address: 33 EAST 17TH ST
BUSINESS DEVELOPMENT
NEW YORK, NY 10003
Phone: (212) 414-6001
Email: bdevelopmentbids@bn.com
Web Address: <https://classwork.barnesandnoble.com/>

By submitting your response, you certify that you are authorized to represent and bind your company.

Tracy Vidakovich

Signature

Submitted at 10/2/2023 01:32:21 PM (CT)

bdevelopmentbids@bn.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

BN Pricing Submission.xlsx

South San ISD Terms and Conditions

BN SSAISD Terms and Conditions_.pdf

Conflict of Interested Parties_1295

BN SSAISD 2023-11 1295 Certificate 101112458.pdf

Edgar Certification Form

BN Edgar Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

BN Conflict of Interest_SSAISD_2023.pdf

Reference #1

BN Reference Northside ISD.pdf

Reference #3

BN Reference Boerne ISD.pdf

Reference #2

BN Reference Geneva School.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Barnes & Noble Response.pdf

Misc Information (NOT REQUIRED)

No response

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

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5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

1
5 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

- 1) Has its principal place of business in the State of Texas;
- OR**
- 2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
General Student Learning & Testing Materials**

Vendor Name: Barnes & Noble Booksellers, Inc

Discount Range From (Lowest)	Enter lowest percentage of discount offered <u> 0 </u> %
Discount Range From (Highest)	Enter Highest percentage of discount offered <u> 35 </u> %

Indicate Yes / No if category fits product sold	Description
Yes	Fine Arts Equipment, Supplies, and Materials (ex: paint, glaze, drawing paper, tools, models,
Yes	Advanced Placement, Gifted & Talented College & Career Readiness Materials (ex: Career Exploration and Planning Tools
Yes	Classroom Specialty Items (ex: flags, games, posters, display materials)
Yes	Math Supplies & Equipment (ex: furniture, carpets, manipulatives, games, puzzles)
Yes	Early Literacy, Early Childhood, and Early Learning Materials (ex: furniture, carpets, manipulatives, games, puzzles)
Yes	Library Services and Materials (ex: Book Supports, Pamphlet & Document Storage Devices, General Library Supplies)
Yes	Science Equipment and Supples (ex: Incubators, lamps, test tubes, lab supplies, Physical and Earth Science, Chemistry)
Yes	Special Education Instructional Materials and Supplies (ex: Assistive Devices, Learning Aids, Audio /Visual Aids)
	Testing and Assesment Materials (ex: Test Forms, Scanning Sheets, and Booklets)
Yes	Textbooks (ex: Textbooks not found through the Texas Education Agency)
Yes	English Language Arts & Reading Materials (ex: teaching aids and classroom instructional items)
Yes	Math Instructional Materials (ex: teaching aids, manipulatives and classroom instructional items)
Yes	Social Student Instructional Materials (ex: teaching aids, and classroom instructional items)
Yes	Bilingual & ESL Instructional Materials (ex: teaching aids, and classroom instructional items)
Yes	Response to Intervention, 504 and Dyslexia Materials (ex: teaching aids, manipulatives, and classroom instructional items)
Yes	Counseling and Mentoring Materials (ex: teaching aids, booklets, and instructional materials)

Products Offered: Books, eBooks, Audio Books, Music & Movies, Educational Toys & Games, STEM & STEAM Products

Barnes & Noble offers the following tiered discounting on discountable books; 20% on purchases up to \$1,000, 30% on purchases from \$1,000 to \$5,000 and a 35% discount on purchases over \$5,000. Tiered discounting excludes textbooks, reference, technical books, eBooks & all non-book items; please partner with your Business Development Manager to inquire what discounting these items may be eligible for.

Free shipping on all orders over \$500.00; orders under \$500.00, \$4.99 for the first book and \$.99 for each additional book. Excludes expedited shipping and special handling requests.



2023-11 Addendum 9

BrainPOP LLC

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

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Contact Information

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Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

BrainPOP LLC Information

Contact: Aria Woodcoff
Address: 71 W 23rd St., 17th Floor
New York, NY 10010
Phone: (212) 574-6000
Email: ariaw@brainpop.com

By submitting your response, you certify that you are authorized to represent and bind your company.

H. Scott Fitzpatrick

Signature

Submitted at 10/2/2023 12:31:31 PM (CT)

legal@brainpop.com

Email

Supplier Note

Thank you for considering BrainPOP!

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission.xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions
signed with Deviations.pdf

Conflict of Interested Parties_1295

South San Antonio TX Form 1295
Certificate 09262023.pdf

Edgar Certification Form

South San Antonio TX EDGAR
Certification.pdf

SWMBE Certifications

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No response

CIQ Form

South San Antonio TX CIQ
Form.pdf

Reference #1

South San ISD Reference Sheet
NISD.pdf

Reference #3

South San ISD Reference Sheet
PFISD.pdf

Reference #2

Kami Export - BrainPOP -
Reference Sheet.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

SSAISD FINAL Company
Overview.docx

Misc Information (NOT REQUIRED)

South San Antonio TX COI
09282023.pdf

Bid Attributes

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PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 **Anti-Trust Certification**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

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Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

No

10 **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

N/A

1
1 **Criminal Background Check Requirement**

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

Agree

1
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Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

New York, NY

1 4	SWMBE Certification List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises) Must attach Certificates on the "Responses Attachment" tab <input type="text" value="none"/>
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1 5	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. <input checked="" type="checkbox"/> I Agree
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1 6	Debarment or Suspension Certification Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. (I) Certifies 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 of agency under the Federal OMB, A-102, common rule. Failure to certify will render bidder non-responsive and will not be considered for award. <input type="text" value="Agree"/>
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1 7	No Israel Boycott Certification Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1) Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code. <input checked="" type="checkbox"/> I Agree
----------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 8	No Excluded Nation or Foreign Terrorist Organization Certification Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code. <input checked="" type="checkbox"/> Agree
----------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Student and Educational Software**

Vendor Name: **BrainPOP LLC**

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc Information" tab

Please see attached Company Overview

BrainPOP is a TEKS-aligned, interactive online K-12 educational solution that makes rigorous learning experiences accessible and engaging for all. Our family of offerings - BrainPOP, BrainPOP Jr, BrainPOP Español, BrainPOP ELL, and BrainPOP Science - are designed for K-8 and up, covering topics within Science, Math, Social Studies, Digital Citizenship, Engineering, Technology, the Arts, English Language Arts, and English as a Second Language.

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both:

K-8 and up Teachers and Students, district and school staff
BrainPOP Science: Grades 6-8 teachers and students

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing?

SSAISD is currently set up and synced rostering with BrainPOP through LTI

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to perform the operations. What limitations are in place regarding the storage of historical data?

Governance policies and access controls are in place to ensure that the information of each district, school, or other subscriber is separated, and all subscribers can only access their own data. Only limited BrainPOP personnel have access to the database, and personnel only access it when necessary to provide services. Personnel with access to Student Records pass criminal background checks and undergo periodic privacy training.

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are district personnel required to be available to assist with the vendor during the updates?

We follow standardized and documented procedures for coding, configuration management, patch installation, and change management for all applicable servers, and we have a third party audit our practices at least once a year. District personnel are not required to be available to assist BrainPOP during updates except for custom requests by the district, for example a rostering update or change in SSO provider.

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support?

All of our solutions are available via Chromebook, Windows laptop, and iOS devices. More information on our system requirements can be found here:

<https://help.brainpop.com/hc/en-us/articles/360028490471-System-Requirements>

BrainPOP supports integrations with any one of our integration partner's tools: Clever, Classlink Launchpad, Google SSO, or any LMS with LTI tools. All of our integrations provide SSO and individual account creation functionality.

BrainPOP customer service is available 24/7. Customers can reach us via a contact form (<https://help.brainpop.com/hc/en-us/requests/new>) on our help.brainpop.com site, or by emailing info@brainpop.com.

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district?

In addition to the ability of the district to manually run reports, what options does the district have for extracting data from the solutions for reporting or other

District purposes?

Our enhanced Teacher Dashboard, launched in June 2023, with new literacy skill insights for classroom teachers. Teachers are able to track individual and class level progress towards essential literacy proficiency in BrainPOP and BrainPOP Jr. Teachers will see how individual students' time with auto-graded assessments is driving literacy growth across the curriculum. This actionable data will help to differentiate instruction and support meaningful learning that drives impact for every student in BrainPOP.

BrainPOP's School and District Admin Usage Report is a new feature that allows administrators to add or remove content and gain insight into the usage of BrainPOP products in their district, helping them make informed decisions about how to optimize time on BrainPOP to benefit both students and educators. These new reports enable administrators to:

- o Monitor login and school usage data across all available BrainPOP products
- o View the most frequently accessed topics and activities for their schools and district, including auto-graded activities like quizzes, pause points, and challenges
- o Access usage data for individual schools
- o Filter data by BrainPOP product and date range
- o Identify power users within the district

Read more about the new features here: <https://blog.brainpop.com/new-reports-for-admin/>

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers?

We strive to maintain security policies and procedures that are designed to protect your information. Our Servers are located in a secured, locked, and monitored environment to prevent unauthorized entry or theft, and are protected by a firewall. The servers are located in a data center in the United States and backed up daily to a secure, U.S.-based, off-site data center. We apply a Secure Sockets Layer (SSL or HTTPS) encrypting technology to encrypt data in transit between the server and the browser. We also encrypt the data at rest.

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software product support the development of TEKS/standards.subject content?

BrainPOP content aligns with Texas Essential Knowledge and Skills (TEKS) and integrates the shifts in the STAAR redesign. Built-in BrainPOP tools allow teachers to stay focused on quality instruction and learning resources while supporting students with exposure to and mastery of the skills and competencies expected of all Texas students.

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria)

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe.

**BrainPOP 2023-2024
Subscription Pricing**

Item	Unit Price	Price Structure	Description	Comments	Note
BrainPOP	\$2,805	Per Campus	12-month subscription. Premium use throughout a single school and at home unlimited access.	Grades 3+. Includes 24-hour school and home access. Includes all subject areas.	Pricing subject to increase on or after January 1, 2024.
BrainPOP Jr.	\$2,340	Per Campus	12-month subscription. Premium use throughout a single school and at home unlimited access.	Grades K-3. Includes 24-hour school and home access. Includes all subject areas.	Pricing subject to increase on or after January 1, 2024.
BrainPOP Español & BrainPOP Français	\$1,695	Per Campus	12-month subscription. Premium use throughout a single school and at home unlimited access.	Grades 3+. Includes 24-hour school and home access. Includes all subject areas.	Pricing subject to increase on or after January 1, 2024.

BrainPOP Combo (BrainPOP Jr. + BrainPOP + BrainPOP Español + Français)	\$3,795	Per Campus	12-month subscription. Premium use throughout a single school and at home unlimited access.	Grades K-8+. Includes 24-hour school and home access. Includes all subject areas.	Pricing subject to increase on or after January 1, 2024.
BrainPOP ELL	\$1,395	Per Campus	12-month subscription. Premium use throughout a single school and at home unlimited access.	Grades K-8+. Includes 24-hour school and home access. Includes all subject areas.	Pricing subject to increase on or after January 1, 2024.
BrainPOP Science	\$3,560	Per Campus	12-month subscription. Premium use throughout a single school and at home unlimited access.	Grades 6-8. Includes 24-hour school and home access. Includes all subject areas.	Pricing subject to increase on or after January 1, 2024.

<p align="center">Multi-School Purchase Discounts</p> Discount applies to new subscriptions purchased at the same time on the PO.
5-10 schools = 10% off regular school prices
11-20 schools = 15% off regular school prices



2023-11 Addendum 9

Capstone

Coughlan Companies LLC

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of

Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Capstone Information

Contact: Doug Smith
Address: 1710 Roe Crest Drive
North Mankato, MN 56003
Phone: (800) 747-4992
Email: bids@capstonepub.com
Web Address: www.capstonepub.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Doug Smith
Signature

bids@capstonepub.com
Email

Submitted at 9/29/2023 08:06:00 AM (CT)

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission_final.xlsx

South San ISD Terms and Conditions

SSAISD Terms and
Conditions_final.pdf

Conflict of Interested Parties_1295

Conflict of
Interest_SSAISD_2023_final.pdf

Edgar Certification Form

Edgar Certification_final.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of
Interest_SSAISD_2023_final.pdf

Reference #1

Northside ISD Reference
Sheet(1)_working.pdf

Reference #3

Kami Export - Harlandale ISD
Reference Sheet(3)_working
(1).pdf

Reference #2

North East Reference
Sheet(2)_workingCapstone.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Company Profile Overview.pdf

Misc Information (NOT REQUIRED)

No response

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

North Mankato, MN

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

N/A

1
5 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Presenters for Professional Development**

Vendor Name: Capstone

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development Services your company offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional lines if needed.

** Rates based on six (6) hours of training per day**

Example: Professional Development/Training/Speaking Engagement Teacher Training

MATERIALS *	Price per Unit	Discount Percent
Workbook	N/A	N/A
Teacher Kit	N/A	N/A

LABOR	Daily Rate **

#1 Professional Development/Training/Speaking Engagement

Professional Development

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	
Onsite PD	\$3,000.00	

#2 Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	

#3 Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	

#4 Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	



2023-11 Addendum 9 Carnegie Learning, Inc. Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Carnegie Learning, Inc. Information

Contact: Julie Katruska
Address: 501 Grant Street, Suite 1075
Pittsburgh, PA 15219
Phone: (888) 851-7094
Email: proposalmanager@carnegielearning.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Julie Katruska

Signature

Submitted at 9/29/2023 04:19:12 PM (CT)

proposalmanager@carnegielearning.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Final CL Price Proposal.xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions_ (1).pdf

Conflict of Interested Parties_1295

South San 1295.pdf

Edgar Certification Form

Edgar Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of Interest_SSAISD_2023.pdf

Reference #1

SSAISD Reference Form 1.pdf

Reference #3

Carnegie Learning_Judson Reference Sheet.pdf

Reference #2

SSAID Reference Sheet 2.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

CL Company Overview.pdf

Misc Information (NOT REQUIRED)

Carnegie Learning Product Information.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

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No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

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7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

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If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

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A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Pittsburgh, PA

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

None.

1
5 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

2
2 **Deviations and Exceptions**

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.
The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

Section 13 says that "Supplier may not disclose student information to a third party without prior written consent from the parent or eligible student". We have no ability to get consent from parents and instead rely on the district to provide consent, which it can do under FERPA. So, we need to request that language be added to Section 13 as set forth below. Below is the language we wish to add to Section 13: The prohibition against disclosure set forth in this Section 13 shall not apply to subprocessors who Supplier uses for data collection, analytics, storage or other services used to operate and/or improve its products and services, provided such subprocessors agree to maintain the confidentiality and security of personal facts and circumstances related to students and prevent unauthorized access to or use of the information, in no less restrictive terms than those set forth in this section. In accordance with FERPA and its definitions, Supplier and District acknowledge and agree that to the extent applicable, where any personal information from school education records is shared with Supplier, District is sharing with Supplier in the context of Supplier acting as and qualifying as a School Official as set forth fully in FERPA. For students younger than 13 years of age, the District understands that the collection of personally identifiable information related to students may be subject to the Children's Online Privacy Protection Act ("COPPA") or other applicable laws, and it acknowledges that it is providing consent for Supplier's collection and use of such personally identifiable information. District will provide all notices and obtain any consent required under COPPA or other applicable law.

2
3 **Purchasing Cooperative**

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

TIPS Contract #: 220105, Allied States Cooperative Contract #: 18-7281

2
4 **Reference Instructions**

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11
General Student Learning Materials, Software, Presenters for
Pricing Proposals for
Student and Educational Software

Vendor Name: Carneige Learning, Inc.

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc I

We have uploaded program descriptions in the Misc Information tab.

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both.

TEXAS MATH SOLUTION OVERVIEW (DIGITAL)

MATH | GRADES 6-12

The Texas Math Solution is a fully customized, TEKS-aligned secondary mathematics curriculum. Our adaptive math learning software, MATHia®, closely r students deserve to learn with high-quality materials. Our digital interactive instructional materials and MATHia work in parallel to engage middle school mathematics, while delivering powerful, real-time insights for teachers and administrators to ensure students are mastering the content.

MATHIA OVERVIEW

MATH | GRADES 6-12

MATHia is an adaptive mathematics learning software for students in grades 6-12 that individualizes and personalizes each student's learning and assessr delivered based on what a student knows and doesn't know, customizing the experience to be unique for each student. When students return to review adaptation and modification for each student is done automatically and does not require additional effort from the teacher, thereby making efficient use

MATHSTREAM OVERVIEW

MATH | GRADES 6-12

MATHstream is the only adaptive, interactive video streaming program that expands teacher reach by using math teachers influencers to deliver on-dem confidence and learn to love math in a reaffirming, low-risk learning environment. They experience individualized pathways to success that involve active

MATHIA ADVENTURE OVERVIEW

MATH | GRADES 6-12

MATHia Adventure is a blended learning solution for K-6 math. MATHia Adventure combines our research-proven games Zorbit's Math Adventure (K-3) a MATHia Adventure kids explore curriculum-aligned math concepts in unexpected ways. Additionally, MATHia Adventure offers a suite of digital tools, har game-based learning experience is supported by hundreds of differentiated lesson plans that are adaptable, playful, and classroom-tested.

FAST FORWARD OVERVIEW

READING | GRADES K-12

Carnegie Learning provides web-based reading intervention programs to struggling learners worldwide. The Fast ForWord® solution, which includes all le rapidly build the readiness skills needed for learning foundational reading (i.e., phonemic awareness, phonics, comprehension, fluency, vocabulary, listen

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible fi

Below, we provide a SAMPLE implementation timeline for a program to implement successfully. We collaborate with the district regarding integration as

Date	Professional Development	Details
May	Initial Planning Conversation	Planning and goal-setting call between the Carnegie Learning Implementation team and District stakeholders.
June - September	Initial Implementation Workshop	We can conduct the workshops virtually for summer school and onsite for full implementations. Up to 25 participants per workshop, per facilitator
September - May	Coaching and Support, Demonstration Lesson Cycles, and Instructional Leadership Walkthroughs	Job-embedded school visits throughout the first year; We recommend approximately 3-5 visits per school. Our team has the capacity to increase the amount of support if needed. This support will be onsite or virtual depending on the needs or plan.
October, Jan, April	Instructional Leadership Walkthroughs	CL Professional Learning leadership will meet together with stakeholders to conduct instructional walkthroughs and discuss implementation support.
December	Mid-Year Status Meeting	CL Professional Learning leadership will meet together with stakeholders to discuss the implementation and progress towards established goals
June	End of Year Status Meeting	CL Professional Learning leadership will meet together with stakeholders to discuss the implementation and progress towards established goals and establish goals for the next school year

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to pe

As a standard practice, Carnegie Learning deletes or de-identifies this student data annually from its transactional systems in the month of July, and the b

For customers whose contracts are continuing into the following school year, we may retain school and teacher information, but we do not retain studen upon request from school officials making an authenticated written request. Carnegie Learning will contact customers at least 30 prior to deleting studen

Data Destruction: Termination of Contract

Following the termination of our contract(s) with a customer, Carnegie Learning will ensure that all (PII) in its possession and in the possession of any sub

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may appl

Carnegie Learning routinely applies software updates and patches, which are deployed via partially automated processes. We perform planned updates (cycle update.

Our digital products are cloud-based and do not require vendor involvement in updates, however we do post release notes to users that explains any upc service, we notify users well in advance and deploy those changes during times of typical low usage: nights, weekends, summer. etc.

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support?

Carnegie Learning's Customer Support Team is available Monday - Friday from 8:00 a.m. to 9:00 PM ET. This expert team provides support for installatio management, content, and curricula via email, live chat, or over the phone. We guarantee a response to email within one business day. Users can call our Our experienced team members can guide teachers or administrators to address challenges.

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to for extracting data from the solutions for reporting or other District purposes?

Reports are native to each application and can be accessed 24/7. We provide relevant usage, progress, and skills-based reporting by student and groups (report data can be extracted to csv for use by the district. We will work with South San Antonio ISD to identify district data needs for our products and co

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers? We can pro

Carnegie Learning can set up a daily sync of user and class roster data (student, teacher, and admin) based on secure upload from the customer in a mutual agreement. For customers who are using roster sync, we provide single sign-on so that district users can access Carnegie Learning resources with their district credentials.

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software product support the development of TEKS/standards.subject content? All software is aligned to TEKS. All of our software sold on state assessments.

All software is aligned to TEKS. All of our software solutions are designed to accelerate student progress towards the achievement of grade level standards.

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria)

Data integration such as SSO and rostering is typically provided via Clever or Classlink. Additionally, all software is built to connect to standard accessibility APIs, and we support SSO based on 1EdTech standards.

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe.

MATHia's APLSE report predicts student performance on end-of-year mathematics assessments. MATHia software is sold separately and is also bundled with other products.

Pricing:

Based on your answers provided above, please provide the proposed pricing associated with the software that you have to offer for the district. SEE BELLO tab.

Software	Price per student per year
Texas Math Solution Digital Lessons	\$15.99

MATHia	\$30.64
MATHstream	\$20.00
MATHia Adventure	\$30.64
Fast ForWord	\$40.00
Clear Fluency	\$18.00



2023-11 Addendum 9 Cengage Learning, Inc. Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Cengage Learning, Inc. Information

Address: 27555 Executive Drive
Suite 270
Farmington Hills, MI 48331
Phone: (800) 877-4253

By submitting your response, you certify that you are authorized to represent and bind your company.

Jenifer Hadraba

Signature

Submitted at 10/2/2023 10:48:08 AM (CT)

bidteam@cengage.com

Email

Supplier Note

Cengage Learning, Inc. looks forward to the opportunity to work with & serve South San Antonio ISD.

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission.xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions_.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate 101112324.pdf

Edgar Certification Form

Edgar Certification.pdf

SWMBE Certifications

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CIQ Form

FORM CIQ.pdf

Reference #1

Reference Sheet.pdf

Reference #3

Reference Sheet(1).pdf

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Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Cengage Proposal for South San Antonio ISD.pdf

Misc Information (NOT REQUIRED)

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- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

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A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

1
5 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

1
6 **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

1
7 **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

1
8 **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

2
3

Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

Buyboard 573-18, 653-21; Choice Partners 14-034MP, 14-031MP, 17/021KC, 20/015SG; Allied States Cooperative 15-7116; TIPS 180302, 210301; Goodbuy 19-20-6E000

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Presenters for Professional Development**

Vendor Name: Cengage Learning

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development Services your company offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional lines if needed.

** Rates based on six (6) hours of training per day**

Example: Professional Development/Training/Speaking Engagement **Teacher Training**

MATERIALS *	Price per Unit	Discount Percent
Peterson's Test & Cat	\$2,687.00	0%
Gale In Context: For E	\$30,000.00	0%
Gale In Context: For E	\$21,600.00	0%

PD eBooks- pricing varies by title and publisher. 10% discount available for district-wide purchases.

•Student eBooks- pricing varies by title and publisher. Discount available for multi-site and district purchases.



2023-11 Addendum 9 CEV Multimedia, LLC Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

CEV Multimedia, LLC Information

Contact: Customer Support
Address: 1020 SE Loop 289
Lubbock, TX 79404
Phone: (806) 745-8820
Fax: (800) 243-6398
Toll Free: (800) 922-9965
Email: customersupport@cevmultimedia.com
Web Address: <https://www.icevonline.com>

By submitting your response, you certify that you are authorized to represent and bind your company.

Bryce Moore

Signature

Submitted at 9/29/2023 11:01:08 AM (CT)

accounting@icevonline.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission (2).xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions.CEV.9.29.2023.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate 101110974.pdf

Edgar Certification Form

Edgar Certification.CEV.9.29.2023.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Form CIQ (Conflict of Interest Questionnaire).CEV.9.29.2023 (1).pdf

Reference #1

South San ISD Reference Sheet - NBISD (1).pdf

Reference #3

iCEV Reference SSA ISD- Seguin.pdf

Reference #2

South San ISD Reference Sheet- Comal ISD.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Executive Summary_BIO.pdf

Misc Information (NOT REQUIRED)

LevelUpFlyerTX.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1 Bidder's Certification

2

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Resident Proposer

1 Non-resident Bidder's Certification

3

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

N/A

1 SWMBE Certification

4

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

N/A

1 Anti-Collusion Statement

5

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

1
6 **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

1
7 **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

1
8 **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Presenters for Professional Development**

Vendor Name: CEV Multimedia, LLC

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development Services your company offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional lines if needed.

**** Rates based on six (6) hours of training per day****

iCEV Response: We offer professional development for educators at no additional cost. It is available in three ways: on site training with your dedicated CEV CTE Curriculum Executive; online sessions in which an educator can select a time to train one on one with one of our professional development specialists that fits their schedule; or online professional development with your team of educators and our professional development specialists.



2023-11 Addendum 9

College Board

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

College Board Information

Address: 250 Vesey Street
New York, NY 10281
Phone: (512) 721-1822
Web Address: collegeboard.org

By submitting your response, you certify that you are authorized to represent and bind your company.

Jill Schott
Signature

Submitted at 9/28/2023 08:31:04 AM (CT)

RFPTeam@collegeboard.org
Email

Supplier Note

SpringBoard materials are subject to the TEA state adoption. The included prices for College Board tests, services and deliverables are based on the proposed prices for the 2023-24 school years. Any references to prices for subsequent years are solely for projection purposes and may be subject to change based on the College Board's then-current costs, policies and procedures. TSI is offered through agreements with the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA), and pricing is subject to the terms of those agreements. Should there be changes to either agreement, the participating institutions included under the agreement will be subject to those changes. Any contractual relationship between the College Board and the district is subject to the College Board's standard terms and conditions with respect to data, licensing, and intellectual property. The College Board is the exclusive owner of all rights in and to the examinations (including the questions), instructional material, online tools, publications, workshops and workshop materials including all copyrights, trademarks, and other similar proprietary rights. The College Board utilizes certain existing vendors – ETS, Pearson, and Alorica - in connection with our assessments. These businesses perform certain work associated with implementing the assessments based upon specialized expertise and experience in carrying out the required services. The College Board has long-term agreements with these businesses to provide assessment-related operational and other services across all national assessments. If the College Board is selected to furnish goods and services for this RFP then the aforementioned College Board's programs, services, exams and data shall be provided in accordance with the College Board's current standard terms, conditions, policies and procedures, including without limitation, provisions on the licensing of College Board intellectual property and data. ©2023 The College Board. College Board, ACCUPLACER®, Advanced Placement®, Advanced Placement Program, AP®, AP Potential™, Pre-AP®, CLEP®, PSAT™ 10, PSAT™ 8/9, SAT®, SpringBoard®, and WritePlacer™ are trademarks of the College Board. PSAT/NMSQT® is a registered trademark of the College Board and National Merit Scholarship Corporation. Visit the College Board on the web: www.collegeboard.org

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission.xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions_.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate 101109595.pdf

Edgar Certification Form

Edgar Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Reference #1

Reference #3

Reference #2

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Misc Information (NOT REQUIRED)

Conflict of Interest_SSAISD_2023.pdf

Reference Sheet 1.pdf

Reference Sheet 3.pdf

Reference Sheet 2.pdf

Company Overview.docx

Attachments.zip

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

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6 Proposal Opening
Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

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If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

1
1 **Criminal Background Check Requirement**

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1 4	SWMBE Certification List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises) Must attach Certificates on the "Responses Attachment" tab <input type="text" value="N/A"/>
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1 5	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. <input checked="" type="checkbox"/> I Agree
----------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 6	Debarment or Suspension Certification Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. (I) Certifies 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 of agency under the Federal OMB, A-102, common rule. Failure to certify will render bidder non-responsive and will not be considered for award. <input type="text" value="Agree"/>
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1 7	No Israel Boycott Certification Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1) Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code. <input checked="" type="checkbox"/> I Agree
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1 8	No Excluded Nation or Foreign Terrorist Organization Certification Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code. <input checked="" type="checkbox"/> Agree
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19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

2 **Deviations and Exceptions**

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.
The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

1. College Board cannot provide a transitional period for certain of its programs and services. College Board agrees to discuss how this may work practically speaking for the programs for which a transitional period would be applicable. 2. College Board does not require employees(or operational third party employees)to submit to an annual background check for employees who may have "contact" with students. College Board's services and programs do not require any direct contact with students. College Board does require new employees to submit to a background check. 3. Work for hire. There is no intellectual property created by or from any College Board program and services. College Board owns all right to and title in its programs and services, and the materials delivered in connection therewith. 4. FERPA. College Board's programs and services where student data is obtained for services programs and services provided to the District shall comply with applicable FERPA regulations. The contract entered into between the parties shall specify what data is collected and how it used, including any third parties with whom such information is shared in order to deliver the programs and services. 5. Indemnification. College Board respectfully requests the insertion of the following in any contract entered into: Disclaimer of Consequential Damages. Notwithstanding any other provision in the Contract, the Contractor and the Contractor's officers, directors, partner, employees, agents, subcontractors or consultants shall not be liable to the District or anyone claiming by, through or under the City for any special, incidental, indirect or consequential damages whatsoever including commercial loss, loss of use or lost profits, arising out of , resulting from or in any way related to this Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of the Contractor, of the Contractor's officers, directors, partners, employees, agents, subcontractors or consultants, or any of them, even if the Contractor has been advised of the possibility of such damages. Limitation of Liability.To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Contractor and the Contractor's officers, trustees, partners, employees, agents and the Contractor's subcontractors and consultants, and any of them, to the District and anyone claiming by, through or under the District, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to this Contract from any cause or causes, included but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of the Contractor or the Contractor's officers, trustees, partners, employees, agents, subcontractors or consultants or any of them, shall not exceed the total compensation received by the Contractor under this Contract. Note: College Board is a mission driven member not for profit chartered by the NYS Board of Regents. We have no shareholders or owners. Our Board of Trustees are elected by our membership and represent our members. Our Board approves the organization's strategy as well as pricing for services. We are able to offer our services at prices that are lower than if we were a for profit, with little to no annual increases. Our revenue is used to support our services - to maintain and enhance them, as well as develop new ones. We offer many low and no cost services to educators, students and their families, including BigFuture, fee waivers for CSS Profile and assessments, AP Classroom and scholarship funds. 6. We do not subcontract however we have third party operational vendors who provide some assistance with our programs and services

2 **Purchasing Cooperative**

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

N/A

2 **Reference Instructions**

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

Pricing Proposals for Student and Educational Software

Vendor Name: College Board. Please see our pricing attachments for full pricing on all our products and services.

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc Information" tab Blue book is a free testing application from College Board. Students use Bluebook to take the digital SAT and digital AP Exams as well as other College Board exams. Bluebook works in conjunction with Test Day Toolkit, a web app that test center staff use to administer our tests.

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both Bluebook is a testing application used by students.

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing? The Bluebook testing application must be installed on devices that students will use for testing. Complete details on the Bluebook specification, device and interent requirements can be found at <https://bluebook.collegeboard.org/technology>. It is recommended that distircts/school install the Bluebook testing application at least 5 week prior to when an assessment will be administered. College Board also offers a network speed test (speedtest.collegeboard.org) to help districts/school determine how many students can test using Bluebook at the same tme.

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resourses (authorized level) required to perform the operations. What limitations are in place regarding the storage of historical data? Historical data is not stored within Bluebook. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders. College Board will extend confidentiality requirements and security measures to subcontractors used by College Board, if any, to provide services.

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are district personnel required to be available to assist with the vendor during the updates?

If deployed properly, Bluebook performs routine updates when students launch it, but releases occasionally require a new deployment. If Bluebook cannot auto-update, a message displays that reinstallation is needed before students can test. Districts and schools are notified when a Bluebook update has been deployed. As a best practice, College Board recommends testing staff open Bluebook on one of the devices deployed to and make sure it displays the login screen. Visit <https://bluebook.collegeboard.org/technology/updates> for the latest Bluebook versions.

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support?

Technology staff can obtain additional support by visiting: <https://bluebook.collegeboard.org/technology/help>. In addition, districts and school can contact our Technology Support staff at 877-348-5728.

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district? In addition to the ability of the district to manually run reports, what options does the district have for extracting data from the solutions for reporting or other District purposes?

Bluebook does not offer reporting or extracting capabilities.

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers?

College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies, as defined by College Board. College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained, in the United States where technically feasible and reasonable.

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software product support the development of TEKS/standards.subject content?

Not applicable

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria)

Not applicable

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe.

Not applicable



2023-11 Addendum 9 Committee for Children Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Committee for Children Information

Address: 2815 2nd Avenue
Suite 400
Seattle, WA 98121
Phone: (206) 343-1223
Toll Free: (800) 634-4449
Email: rfps@cfchildren.org
Web Address: www.cfchildren.org | www.secondstep.org

By submitting your response, you certify that you are authorized to represent and bind your company.

Maureen Wishkoski

Signature

Submitted at 9/29/2023 05:36:17 PM (CT)

rfps@cfchildren.org

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission - Final.xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions_signed.pdf

Conflict of Interested Parties_1295

1295 -CFC signed.pdf

Edgar Certification Form

Edgar Certification- CFC signed.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of Interest_SSAISD_2023-CFC signed.pdf

Reference #1

Reference Sheet- Coppell ISD - CFC.pdf

Reference #3

Reference Sheet- Duncanville ISD- CFC.pdf

Reference #2

Reference Sheet- Fort Smith Public Schools- CFC.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

CFC for South San Antonio ISD, TX - Company Overview.pdf

Misc Information (NOT REQUIRED)

CFC for South San Antonio ISD, TX - Programs Overview + Price List.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

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- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

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A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

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(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1 Non-resident Bidder's Certification

3 Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Seattle, WA

1 SWMBE Certification

4 List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

N/A

1 Anti-Collusion Statement

5 I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

2
2 **Deviations and Exceptions**

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.
The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

Because South San Antonio Independent School District (“SSAISD”) contract documents do not contemplate that Supplier’s Second Step® programs are provided pursuant to certain licenses and/or online subscriptions, for purposes of clarification, Section 1 of SSAISD’s General Terms and Conditions to this RFP is hereby amended to reflect the following: 1.1. Supplier’s services consist of one or more subscriptions and/or licenses to use Supplier’s Second Step® programs as described in and provided in accordance with the then-applicable license agreements including all hyperlinked terms (collectively, the “Licenses”) which can be found at: <https://www.secondstep.org/license-agreements>, and Supplier’s services shall not be interpreted to be inconsistent with the Licenses. 1.2. Supplier’s services do not contemplate the creation of any specific deliverables, “work made for hire,” work product or intellectual property by Supplier for SSAISD and no ownership or other rights to such items shall be transferred to SSAISD under the Agreement. 1.3 The parties agree that Supplier’s entire indemnification liability under Section 21 shall not exceed the total amount of fees paid under the Licenses for the previous 12 months from the date of the claim. 1.4 As used in this Agreement, “subcontract” means and refers to third parties performing services on behalf of Supplier in Texas regarding the activation, implementation and maintenance of the licensed programs.

2
3 **Purchasing Cooperative**

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

Member of Allied States Co-operative, contract number ASC23-7452 and ASC21-7387

2
4 **Reference Instructions**

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Presenters for Professional Development**

Vendor Name: Committee for Children

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development Services your company offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional lines if needed.

** Rates based on six (6) hours of training per day**

Example: Professional Development/Training/Speaking Engagement **Teacher Training**

MATERIALS *	Price per Unit	Discount Percent
Second Step K-8 Digital Programs	\$2,595.00	10%*
Second Step Early Learning Classroom Kit (PreK)	\$499.00	10%*
Second Step Child Protection Unit (PreK-5)	\$1,449.00	10%*
Second Step Bullying Prevention Unit (K-5)	\$1,239.00	10%*

*Committee for Children offers a 10% discount on orders of \$10,000 or more

Second Step Elementary Classroom Kit (K-5)	\$2,589.00	10%*
Second Step Out-of-School Time (K-5)	\$549.00	10%*
Second Step SEL for Adults (K-12)	\$2,595.00	10%*

LABOR	Daily Rate **
Optional 1 day, 6 hour workshop	\$5,000.00

All implementation and training materials needed are included within the and are reflected in the materials price.

#1 Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	



2023-11 Addendum 9
CompTIA
The Computing Technology Industry
Association, Inc
Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be

awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

CompTIA Information

Contact: April Wanlass
Address: 3500 Lacey Road Suite 100
Downers Grove, IL 60515
Phone: (630) 678-8300
Fax: (630) 678-8384
Toll Free: (866) 835-8020
Email: k12vendor@comptia.org
Web Address: www.comptia.org

By submitting your response, you certify that you are authorized to represent and bind your company.

Aubrey Barnett
Signature

A Barnett@comptia.org
Email

Submitted at 9/28/2023 07:35:03 AM (CT)

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission-1.xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions (Complete).pdf

Conflict of Interested Parties_1295

Form 1295 Certificate 101108724 (Complete).pdf

Edgar Certification Form

Edgar Certification (Complete).pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of Interest_SSAISD_2023 (Complete).pdf

Reference #1

Reference Sheet Pflugerville ISD.pdf

Reference #3

Reference Sheet Richardson ISD.pdf

Reference #2

Reference Sheet Northwest ISD.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

2023 CompTIA letter of introduction-rr.pdf

Misc Information (NOT REQUIRED)

TEKS Mapping.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1 Bidder's Certification

2

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1 Non-resident Bidder's Certification

3

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Downers Grove, IL

1 SWMBE Certification

4

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

N/A

1 Anti-Collusion Statement

5

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

Allied States (ESC19) -Region 19 #20-7359 Start: 01/29/2020 End: 01/31/2024 HCDE Choice Partners #21/016KN R1 Start: 12/16/2020 End: 12/15/2024 SETX Region 5 #20230402 Start: 06/01/2023 End: 05/31/2024 BuyBoard #692-23 Start: 04/01/2023 End: 03/31/2026 contractadmin@buyboard.com

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff

**Pricing Proposals for
Student and Educational Software**

Vendor Name: The Computing Technology Industry Association, Inc (CompTIA)

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc Informat

CompTIA provides Online IT courseware that teaches to specific industry certifications from Microsoft, CompTIA and Cisco. Courseware includes text reading, comes with many online teaching resources and tools to provide a comprehensive teaching package for instructors. Materials can be integrated with most LMS. Provides online labs for academia and IT professionals. The LabSim program allows students to get a broad range of hands-on experience in a safe, simulated

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both

Students, staff would also benefit from using our courses-- CompTIA's TestOut courseware's focus is on hands-on learning of skills by the student that will lead students can then use to help them obtain employment within the IT/Office industry. As students work through TestOut courses they will be gaining digital literacy, develop career and life skills as they complete lab simulations and work through course content. The emphasis on skills and the use of state of the art simulation student.

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing?

Pending availability of respective schedules, if organizations are motivated they can be up and running within a few hours. This would include installation time

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to perform the archiving of historical data?

We are working on a retention and deletion program. An individual can ask that their data be deleted through a Data Subject Request.

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are d during the updates?

Our platform runs a typical two week update cycle. These updates should not impact customers but does allow us to be agile and respond to customers need!

Our courseware updates run on a three year update cycle but we do 6 month patches in between to fix defect and errors. If there is an emergency item that r

Provisioning can be done at any time by your CompTIA representative.

Updates shouldn't ever impact a customer so assistance shouldn't be needed. In the chance there is assistance needed, customer can always reach out to the

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support?

A. Importance of Technical Support

CompTIA prides itself on providing top-notch technical support. We understand the critical role technical support plays in ensuring the seamless functioning of our products, maintaining performance, and optimizing user experience.

B. Solution Overview

The solution in question is designed to cater to the specific needs of the District. It encompasses various components, tools, and services aimed at enhancing

II. Technical Support Options Available to the District

A. Support Hours

Our technical support is available during the following hours:

Monday-Friday: 6:00 AM - 5:00 PM Mountain Time

This schedule ensures that assistance is readily accessible during regular working hours. You can reach out to our support team via phone, email, or chat, ensuring

C. Remote Desktop Assistance

Remote Troubleshooting Capabilities

Our support team is equipped with advanced remote troubleshooting capabilities. In cases where an issue requires direct intervention, we can establish a remote

Tools and Software for Remote Assistance

We utilize industry-standard tools and software for remote assistance, with a primary focus on Zoho Assist. This enables our technicians to securely access your

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district. What reports, what options does the district have for extracting data from the solutions for reporting or other District purposes?

Reporting options available through the LabSim client include the ability for students, instructors, and campus admins to see student progress reports which view data from exams and labs.

Scores, time spent in product and product activation data is provided through various reports such as Class Gradebook, Class Time Spent per Resource, Class Scores by Class, Individual Scores by Product, Certification Practice Exam Scores, Product Activations (for students in a class), Product Usage, and Progress Report by Product using the product resource data.

Filters within reports include product version, resource type (lessons, videos, exams, labs), date range, scores as points or percentages, and score type (First, Last, etc). For districts set up in LabSim as an Organization, the organization admins will also have the additional reporting options to view time spent in the product filter report to help view and manage licenses and activations within the different schools under the organization.

All reports available can be downloaded as a csv file. Student progress reports can be integrated with an LMS.

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers?

Whether manual or automate, all data in transit is encrypted with TLS v1.2 using a DigiCert SHA2 certificate with a RSA 2048 bit public key. All data at rest is e above we have a self-service data dump feature. The data dump produces data files as you specify and makes them available for download.

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software product support the development of TEKS/standards.subject content?

See attached information for TEKS

Materials are aligned to standards (Texas Essential Knowledge and Skills TEKS, Texas PK Guidelines and/or other standards)

All CompTIA course materials are aligned to the CompTIA Certifications, TestOut Pro Certificate exams and industry needs. The Desktop Pro Plus course aligns

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria)

We integrate with LMS systems like Canvas, Blackboard, Schoology, Moodle

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe.

N/A

Pricing:

Based on your answers provided above, please provide the proposed pricing associated with the software that you have to offer for the district.

See price sheet below--Site licenses are also available for a bigger discount when buying multiple licenses

Product Course Curriculum Title (Delivered on LabSim Platform)	K-12
TestOut Digital Literacy Pro	\$ 29.00
TestOut Pro Certified: Microsoft Office® Library	\$ 39.00
TestOut Office Pro	\$ 29.00
TestOut Pro Certified: Microsoft Excel®	\$ 29.00
TestOut Pro Certified: Microsoft Word®	\$ 29.00
TestOut IT Fundamentals Pro	\$ 99.00
TestOut PC Pro	\$ 99.00

TestOut Desktop Pro Plus	\$	99.00
TestOut Linux Pro	\$	99.00
TestOut Network Pro	\$	99.00
TestOut Routing and Switching Pro	\$	99.00
TestOut Client Pro	\$	99.00
TestOut Server Pro 2016: Identity	\$	99.00
TestOut Server Pro 2016: Networking	\$	99.00
TestOut Server Pro 2016: Install and Storage	\$	99.00
TestOut Hybrid Server Pro: Advanced	\$	99.00
TestOut Hybrid Server Pro: Core	\$	99.00
TestOut Security Pro	\$	99.00
TestOut CyberDefense Pro	\$	99.00
TestOut Ethical Hacker Pro	\$	99.00

Product Course Curriculum Title (Delivered on CertMaster Learn)

CompTIA CertMaster Learn for A+ Core 1	\$	104.00
CompTIA CertMaster Learn for A+ Core 2	\$	104.00
CompTIA CertMaster Learn for Cloud Essentials+	\$	62.00
CompTIA CertMaster Learn for Cloud+	\$	104.00
CompTIA CertMaster Learn for CompTIA Cybersecurity Analyst	\$	104.00
CompTIA CertMaster Learn for IT Fundamentals+	\$	62.00
CompTIA CertMaster Learn for Linux+	\$	104.00
CertMaster Learn for Network+	\$	104.00
CompTIA CertMaster Learn for PenTest+	\$	104.00
CompTIA CertMaster Learn for Project+	\$	104.00
CompTIA CertMaster Learn for Server+	\$	104.00
CompTIA CertMaster Learn for Data+	\$	104.00
CompTIA CertMaster Learn for DataSys+	\$	104.00
CompTIA CertMaster Learn for CASP+	\$	104.00
CompTIA CertMaster Learn for Security+	\$	104.00

Exam Vouchers

CompTIA A+ (220-1101 or 220-1102) Voucher	\$	112.00
CompTIA IT Fundamentals (ITF+) (FC0-U61) Voucher	\$	82.00

CompTIA Linux+ (XK0-005) Voucher	\$	173.00
CompTIA Network+ (N10-008) Voucher	\$	173.00
CompTIA Security+ (SY0-601) Voucher	\$	254.00



2023-11 Addendum 9 Curriculum Associates Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Curriculum Associates Information

Address: 153 Rangeway Road
North Billerica, MA 01862
Phone: (800) 225-0248

By submitting your response, you certify that you are authorized to represent and bind your company.

Emily McCann

Signature

Submitted at 9/28/2023 12:51:29 PM (CT)

RFPs@cainc.com

Email

Supplier Note

Curriculum Associates appreciates the opportunity to submit a response to South San Antonio ISD

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Curriculum Associates Price
Proposal for SSAISD RFP 2023-11
Addendum 7.xlsx

South San ISD Terms and Conditions

SSAISD Terms and
Conditions_FINAL.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate
101106785_FINAL.pdf

Edgar Certification Form

Edgar Certification_FINAL.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of
Interest_SSAISD_2023_FINAL.pdf

Reference #1

TX_San Antonio Reference.pdf

Reference #3

UISD Reference Sheet.pdf

Reference #2

SA Reference Sheet.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Curriculum Associates_TX_South
San Antonio General Testing
Materials 2023-11.pdf

Misc Information (NOT REQUIRED)

Pricing.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1 Bidder's Certification

2

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1 Non-resident Bidder's Certification

3

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

North Billerica, MA

1 SWMBE Certification

4

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

N/A

1 Anti-Collusion Statement

5

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

2 **Deviations and Exceptions**

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.
The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

Curriculum Associates respectfully requests that the South San Antonio Independent School District (the "District") consider the following clarifications and exceptions in connection with RFP #2023-11 Addendum 1 ("RFP") and incorporate them into this proposal and any contracts resulting from this RFP. For the avoidance of doubt, use of Curriculum Associates' digital products is subject to the applicable terms of use for such products. We look forward to working collaboratively with the District to find solutions to these areas that are amenable to both parties: 1. General Terms and Conditions, Section 2, Non-Assignment (pg.2) o Curriculum Associates wishes to clarify that it may not assign the contract without the written permission of the District, except in connection with the sale of all or substantially all of the outstanding assets or equity of Curriculum Associates. 2. General Terms and Conditions, Section 12, Work Made for Hire (pg.5) o Curriculum Associates would like to confirm that, and for the avoidance of doubt, the District acknowledges and agrees that Curriculum Associates' proprietary i-Ready® software solution, related digital products and services, and all intellectual property rights therein are owned solely and exclusively by Curriculum Associates and, except for the licenses granted explicitly herein, nothing shall grant the District any right, title, and interest in or to the i-Ready® software solution or related services or training materials. There is no exception that any Works Made for Hire will result from this project. 3. General Terms and Conditions, Section 13, Student Confidentiality (pg.5) o Upon written request from the District at the expiration or termination of the Agreement, Curriculum Associates agrees that it shall deliver to the District, all student data within 30 days of the request, with the exception of backups, which will be removed from Curriculum Associate's backup servers over time, in accordance with the company's data retention and destruction policies. 4. General Terms and Conditions, Section 14(E), Subrogation (pg.7) o Curriculum Associates wishes to strike the waiver of subrogation requirement. 5. General Terms and Conditions, Section 21, Indemnification (pg.8) o Curriculum Associates wishes to limit indemnification to third party claims. 6. General Terms and Conditions, Section 26, Default Conditions (pg.10) o Curriculum Associates wishes to clarify that it is the sole source provider of its proprietary educational i-Ready® software and related services. Should the District be unsatisfied with the products and/or services, the contract can be terminated upon written notice and a pro rata refund will be issued. 7. General Terms and Conditions, Section 27, Defective/Non-Conforming Work (pg.10) o Curriculum Associates wishes to clarify that agreements may be permitted for interested entities. Such agreements will be made at Curriculum Associates' then-current pricing for the products being purchased by such interested entities, minus any applicable discounts. Any permitted piggyback agreements shall be by way of written agreement directly with the LEA and CA.

2 **Purchasing Cooperative**

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

Buy Board 653-21

2 **Reference Instructions**

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



Price List

Academic Year 2023–2024

Per Student per Subject Pricing

Assessment Only*	Assessment and Personalized Instruction*	Upgrade to Instruction*
\$7.25	\$34.25	\$27

*Minimum order of 150 total licenses. Licenses may be Reading, Mathematics, or a combination of both subjects totaling 150. *i-Ready* per student volume discounts (applied per PO) are available based upon the quantity of licenses purchased: 1,000–3,000: 5%; 3,001–5,000: 10%; 5,001–10,000: 15%; 10,001+: 20%. Districts with fewer than 1,000 students that purchase for all students may receive a 5% discount. Please contact your sales representative for details.

School Site License Pricing: Assessment and Personalized Instruction

Enrollment	Single Subject	Both Subjects
< 200	\$4,860	\$8,300
201–350	\$8,300	\$13,900
351–500	\$11,820	\$19,750
501–800	\$13,910	\$23,270
801–1,200	\$17,890	\$29,810
1,201+	\$20,010	\$33,320

i-Ready site license volume discounts (applied per PO) are available based upon the quantity of site licenses purchased: 10–20: 5%; 21–50: 10%; 51–100: 15%; 101+: 20%. Districts with fewer than 10 school sites that purchase for all sites may receive a 5% discount. Please contact your sales representative for details.

Teacher Toolbox Pricing

Site licenses can be purchased for Mathematics (Grades K–8) or English Language Arts (Reading for Grades K–8 and Writing for Grades 2–5).

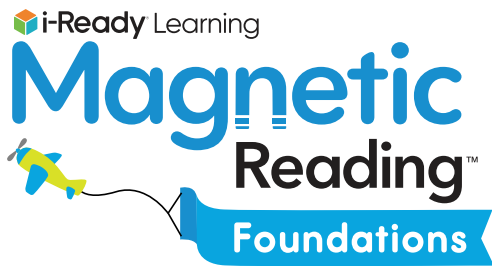
Enrollment	Single Subject	Both Subjects
< 200	\$1,290	\$2,580
201–350	\$2,360	\$4,720
351–500	\$3,550	\$7,100
501–800	\$4,080	\$8,160
801–1,200	\$5,060	\$10,120
1,201+	\$5,500	\$11,000

Site license tiers based on total site Grades K–8 student enrollment. Teacher Toolbox can be purchased as a standalone or with *i-Ready* or *Ready*®. If purchasing with *i-Ready* or *Ready*, a 15% Blended Learning discount is applied to the Teacher Toolbox list pricing.

Multyear pricing available. Contact your sales representative for details.

Prices and product availability are subject to change without notice.

To ensure successful implementation, professional development is required with all *i-Ready* purchases. Your sales representative will work with you to determine a professional development plan that best reflects your implementation's needs.



2023–2024 Pricing

		K	1	2	
Student Worktext (Volumes 1 and 2)* *\$21.25 for <i>i-Ready</i> Users through 10/31/23. \$25 for Non- <i>i-Ready</i> Users through 10/31/23.		\$29	34031.0	34032.0	34033.0
Teacher’s Guide Set (Volumes 1 and 2)					
Common Core Version	\$70	34037.0	34038.0	34039.0	
National Version	\$70	34034.0	34035.0	34036.0	
Teacher Digital Access (Required)					
Common Core Version	\$75	34041.0			
National Version	\$75	34040.0			
Essential Classroom Kit* Includes Classroom Books: Alphabet Books, <i>Alphabet Tales</i> (Big Book), Magnetic Readers (Decodable Texts), Sound Spelling Cards, Articulation Cards, Word Building Cards, and Super Word (High-Frequency Words) Cards *One-time required purchase. See Classroom Kit Program Components on back for details. The program components vary based on the grade level.		\$1,140	34114.0	34115.0	34116.0

Get a 15 percent discount when you purchase *i-Ready* and *Magnetic Reading Foundations* together. The discount will be applied to the *Magnetic Reading Foundations* price.

- Renew Teacher Digital Access purchase annually.
- Pricing does not include shipping.
- Student Worktexts are consumable books purchased annually.
- Teacher print materials are a one-time purchase.
- Pricing and product availability are subject to change without notice.
- The pricing amounts listed in the chart above are reflective of one-year pricing.

Essential Classroom Kit Program Components

Classroom Books: Grade K		
	Alphabet Books	<ul style="list-style-type: none"> • 26 books in total (actual size: 7" x 7") • Six copies of each Alphabet Book = 156 books per classroom
	Alphabet Tales (Big Book)	<ul style="list-style-type: none"> • <i>Magnetic Reading Foundations</i> program-specific Big Book (one book per classroom) (actual size: 18" x 15") • <i>Alphabet Tales</i> contains content from the Alphabet Books as well as additional content to teach the alphabet, such as songs and poems.
	Magnetic Readers (Program-Specific Decodable Readers)	15 titles with six copies of each = 90 books per classroom (actual size: 8" x 6.5")
Classroom Books: Grades 1–2		
	Magnetic Readers (Program-Specific Decodable Readers)	<ul style="list-style-type: none"> • 30 titles in total (actual size: 8" x 6") • Six copies of each book = 180 books per classroom (packaged by unit—30 books/per unit)
Card Sets: Grades K–2		
	Sound Spelling	46 cards (actual size: 9" x 6")
	Articulation	46 cards (actual size: 9" x 6")
	Word Building	207 cards (actual size: 6" x 4.5") <ul style="list-style-type: none"> • Two of every lowercase letter (52) • One of every uppercase letter (26) • One of each blend (29) • One of other sound-spellings (53) • Three extra of <i>a, i, o, u, t, n, s, h, r, d, l, c, m, f</i> (42) • Four extra of <i>e</i> (4) • One cover card
	Super Word (Program-Specific High-Frequency Words)	Each grade has a unique set of double-sided Super Word Cards for that particular grade. (Actual size: 6" x 9") <ul style="list-style-type: none"> • Grade K: 60 cards • Grade 1: 120 cards • Grade 2: 130 cards

 i-Ready Learning



ThinkUp! Math Levels 1–8 (Spanish, Levels 1–5)

ThinkUp! RLA Levels 1–8 (Spanish, Levels 1–5)

ThinkUp! Science Levels 3–8 (Spanish, Levels 3–5)

ThinkUp! Writing* Levels 4 & 7 (Print Only)

*No longer available after June 2023

¡Escribir como Estrellas!* Levels 3 & 4

(Print Only. Not part of ThinkUp!)

*No longer available after June 2023

Print (No minimum purchase required.)

Student Edition	\$13.00/ea.
Teacher Edition	\$30.00/ea.

Digital

Access digital PDFs of ThinkUp! in the Teacher Toolbox. Price is per site license, based on ADA. Contact your Educational Sales Consultant for details.

- Includes PDFs of all available levels of ThinkUp! in English and Spanish + Benchmark Assessments
- Plus, gain access to a digital collection of additional TEKS-based resources for targeted support and accelerated instruction

EDUCATOR RESOURCES

Critical Thinking in the Classroom: A Practitioner’s Guide

Purchase price: \$24.95/ea.

ThinkUp! Critical Thinking Student Wheels and Teacher Guide:

Student Wheel	\$4.95/ea.
Teacher Guide	\$24.95/ea.

Quick-Reference Flip Charts:

Multi-Tiered System of Supports	\$19.95/ea.
Master Instructional Strategies	\$19.95/ea.
T-TESS	\$19.95/ea.

Instructional Support Wheels:

Social Emotional Learning Wheel	\$7.95/ea.
DOK/RBT Wheel	\$7.95/ea.
ADD/ADHD Wheel	\$7.95/ea.
Accommodations Wheel	\$7.95/ea.
Critical Thinking Educator Wheel	\$7.95/ea.

No longer available after June 2023

i-Ready Assessment

The *i-Ready Assessment Suite* includes an **Adaptive Diagnostic, Standards Mastery, Growth Monitoring, Dyslexia Screener, and more.** Minimum 150 licenses.

Math Levels K–12	\$7.25/student
Reading Levels K–12	\$7.25/student

QUOTE REQUEST FORM 2023



Print Curriculum

- ThinkUp! TEKS-aligned curriculum for Math, Science, RLA, and Writing
- \$13 per Student Edition
- \$30 per Teacher Edition
- No minimum purchase required

Digital PDFs through Teacher Toolbox

- Includes PDFs of all available levels of ThinkUp! in English and Spanish + Benchmark Assessments
- Plus, gain access to a digital collection of additional TEKS-based resources for targeted support and accelerated instruction
- Site license pricing based on ADA

ThinkUp! Math				PRINT CURRICULUM			DIGITAL PDFs		
LEVEL	ENGLISH		SPANISH Student	LEVEL	ENGLISH		<input type="radio"/> Teacher Toolbox		
	Teacher	Student			Teacher	Student			
Level 1	_____	_____	_____	Level 6	_____	_____	Includes PDFs of all available levels of <i>ThinkUp! Math</i> , plus gain access to a digital collection of additional TEKS-based resources.	ADA _____	
Level 2	_____	_____	_____	Level 7	_____	_____			
Level 3	_____	_____	_____	Level 8	_____	_____			
Level 4	_____	_____	_____						
Level 5	_____	_____	_____	All Teacher Editions are available in English only.					

ThinkUp! RLA				PRINT CURRICULUM			DIGITAL PDFs		
LEVEL	ENGLISH		SPANISH Student	LEVEL	ENGLISH		<input type="radio"/> Teacher Toolbox		
	Teacher	Student			Teacher	Student			
Level 1	_____	_____	_____	Level 6	_____	_____	Includes PDFs of all available levels of <i>ThinkUp! RLA</i> , plus gain access to a digital collection of additional TEKS-based resources.	ADA _____	
Level 2	_____	_____	_____	Level 7	_____	_____			
Level 3	_____	_____	_____	Level 8	_____	_____			
Level 4	_____	_____	_____						
Level 5	_____	_____	_____	All Teacher Editions are available in English only.					

ThinkUp! Science				PRINT CURRICULUM			DIGITAL PDFs		
LEVEL	ENGLISH		SPANISH Student	LEVEL	ENGLISH		<input type="radio"/> Teacher Toolbox		
	Teacher	Student			Teacher	Student			
Level 3	_____	_____	_____	Level 6	_____	_____	Includes PDFs of all available levels of <i>ThinkUp! Science</i> , plus gain access to a digital collection of additional TEKS-based resources.	ADA _____	
Level 4	_____	_____	_____	Level 7	_____	_____			
Level 5	_____	_____	_____	Level 8	_____	_____			
				All Teacher Editions are available in English only.					

ThinkUp! Writing [†]			
LEVEL	ENGLISH		AVAILABLE IN PRINT ONLY
	Teacher	Student	
Level 4	_____	_____	*No longer available after June 2023
Level 7	_____	_____	

¡Escribir como Estrellas! ^{*†}				\$13/student
LEVEL	SPANISH		AVAILABLE IN PRINT ONLY	
	Teacher	Student		
Level 3	_____	_____	*Not part of <i>ThinkUp!</i> †No longer available after June 2023	
Level 4	_____	_____		

Create a blended learning solution with *ThinkUp!* + *i-Ready* to receive **15% off** your ThinkUp! print purchase.



i-Ready Assessment Suite includes:

- Adaptive Diagnostic
- Growth Monitoring
- Standards Mastery
- Dyslexia Screener, and more.

i-Ready Assessment Suite

Minimum 150 licenses required.
\$7.25/student per subject

LEVEL	Student		LEVEL	Student	
	MATH	READING		MATH	READING
Level K	_____	_____	Level 5	_____	_____
Level 1	_____	_____	Level 6	_____	_____
Level 2	_____	_____	Level 7	_____	_____
Level 3	_____	_____	Level 8	_____	_____
Level 4	_____	_____			

QUOTE REQUEST FORM 2023

Please enter the quantities you would like quoted in the appropriate sections and we will prepare a custom quote to ensure that you receive the best savings possible. Completed forms can be emailed to your Educational Sales Consultant or faxed to 1-800-366-1158. You can also call us directly at 1-800-225-0248.

Quote Contact:

Name

Email

Quote Due

Need Delivery By

Implementation Year

Campus Information:

School

District

Zip Code

Principal

Principal Email

ThinkUp! Educator Resources

Critical Thinking in the Classroom: A Practitioner's Guide

\$24.95 _____

ThinkUp! Critical Thinking Student Wheels & Teacher Guide

Student Wheel Levels 1–3 \$4.95 _____

Student Wheel Levels 4–5 \$4.95 _____

Student Wheel Levels 6–12 \$4.95 _____

Teacher Guide \$24.95 _____

Critical Thinking Educator Wheel

\$7.95 _____

DOK/RBT Wheel

\$7.95 _____

Accommodations Wheel

\$7.95 _____

ADD/ADHD Wheel

\$7.95 _____

Social & Emotional Learning (SEL) Educator Wheel

\$7.95 _____

T-TESS Flip Chart

\$19.95 _____

Multi-Tiered System of Supports Flip Chart

\$19.95 _____

Master Instructional Strategies Flip Chart

\$19.95 _____

Professional Development

ThinkUp! Implementation PD

\$2,000 on-site _____ \$2,000 virtual _____

\$600 overview webinar _____

i-Ready PD Package (Required to access *i-Ready* Diagnostic)

- Getting Good Data with *i-Ready*
- Using Data to Plan Instruction

\$4,000 on-site _____ \$4,000 virtual _____



PHONICS for Reading

It's never too late to crack the code.

Authored by Dr. Anita Archer, *PHONICS for Reading* is a systematic, research-based intervention program that gives students in Grades 3–12 the confidence and decoding skills they need to become fluent and proficient readers.

PHONICS for Reading is available for purchase as printed books for an in-school implementation or as a digital file site license for a distance-learning implementation. Use First, Second, and Third Levels to improve students' decoding skills.

Printed Books for In-School Learning: This format supports pull-out or push-in intervention, small group rotations, and other common school implementations.

Price	First Level	Second Level	Third Level
Student Books (\$45.00/5-pack)	12689	12690	12691
Teacher Guides (\$14.95)	12689.9	12690.9	12691.9

One-Year Digital File Site License for Distance Learning (All Levels Included): This format supports circumstances in which students and teachers cannot be face to face and includes access to a supplemental guide for teaching *PHONICS for Reading* remotely.

Site Enrollment (Excludes Grades K–2)	Price
200 or fewer	\$300.00
201–350	\$550.00
351–500	\$850.00
501–800	\$1,200.00
801–1,200	\$1,700.00
1,201 or more	\$2,000.00

Want to learn more?

Contact your local sales representative:

CurriculumAssociates.com/FindYourRep



2023-11 Addendum 9

Ed Tech Soft, Inc.

Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Ed Tech Soft, Inc. Information

Address: 3296 Summit Ridge Parkway Suite 230
Duluth, GA 30096
Phone: (678) 585-2503

By submitting your response, you certify that you are authorized to represent and bind your company.

Vinita Bakhshi

Signature

Submitted at 10/2/2023 10:16:38 AM (CT)

vbakhshi@edtechsoft.com

Email

Supplier Note

ETS is happy to submit its proposal in response to your Solicitation# 2023-11 (General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs). We look forward to serving the needs of South San Antonio ISD.

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission_SSAISD.xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate
101110369.pdf

Edgar Certification Form

Edgar Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of
Interest_SSAISD_2023.pdf

Reference #1

Reference Sheet_Jim Keith.pdf

Reference #3

Reference Sheet_Ida Batista.pdf

Reference #2

Reference Sheet_Justin
Hodges.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

ETSResponse_SSAISD -
Company.pdf

Misc Information (NOT REQUIRED)

ETSResponse_SSAISD.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Atlanta, Georgia

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

N/A

1
5 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Presenters for Professional Development**

Vendor Name: Eduphoria! Inc.

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development Services your company offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional lines if needed.

** Rates based on six (6) hours of training per day**

Example: Professional Development/Training/Speaking Engagement **Teacher Training**

MATERIALS *	Price per Unit	Discount Percent
Workbook	\$15.00	5%
Teacher Kit	\$20.00	7%

LABOR	Daily Rate **
Initial Training	\$2,000.00
On Going Coaching	\$1,700.00

#1 Professional Development/Training/Speaking Engagement

Web Training

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	
Per 1 Hour	\$275.00	

#2 Professional Development/Training/Speaking Engagement

Onsite Training

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	
Per 1 Day	\$2,950.00	

#3 Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	

#4 Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	



2023-11 Addendum 9 ExploreLearning, LLC Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

ExploreLearning, LLC Information

Contact: Amy Otis
Address: 17855 Dallas Parkway, Suite 400
Dallas, TX 75287
Phone: (800) 547-6747
Email: ELBids@explorellearning.com
Web Address: <https://www.explorellearning.com>

By submitting your response, you certify that you are authorized to represent and bind your company.

Amy Otis
Signature

ELBids@explorellearning.com
Email

Submitted at 9/28/2023 04:10:05 PM (CT)

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

TX_SSAISD_RFP_2023-11_GeneralMats_PricingwUpdate_EL_09_23.xlsx

South San ISD Terms and Conditions

ExploreLearning_SSAISD_TCs.pdf

Conflict of Interested Parties_1295

ExploreLearning_1295.pdf

Edgar Certification Form

ExploreLearning_EDGAR.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

ExploreLearning_CIQs.pdf

Reference #1

ExploreLearning_Reference1.pdf

Reference #3

ExploreLearning_Reference3.pdf

Reference #2

ExploreLearning_Reference2.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

ExploreLearning_CompanyOverview.pdf

Misc Information (NOT REQUIRED)

ExploreLearning_ProductTEKSAlignments.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

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South San ISD Administrative Offices
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San Antonio, TX 78224

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Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

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7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
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3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

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If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

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1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

1
5 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Presenters for Professional Development**

Vendor Name: ExploreLearning, LLC

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development Services your company offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional lines if needed.

** Rates based on six (6) hours of training per day**

Example: Professional Development/Training/Speaking Engagement **Teacher Training**

MATERIALS *	Price per Unit	Discount Percent
Workbook	\$15.00	5%
Teacher Kit	\$20.00	7%

LABOR	Daily Rate **
Initial Training	\$2,000.00
On Going Coaching	\$1,700.00

#1 Professional Development/Training/Speaking Engagement

Professional Development

MATERIALS *	Price per Unit	Discount Percent
Reflex Site License	\$3,295.00	0-35%^
Frax Site License (1	\$2,295.00	0-35%^
Reflex and Frax Bu	\$4,795.00	0-35%^
Bundle Science4Us	\$2,995.00	0-35%^
Secondary Gizmos	\$4.95	0-35%^
Secondary Gizmos	\$8.25	0-35%^
LABOR	Daily Rate **	
In person Training^	\$1800 per onsite PD for up to 6 hours	
Virtual Training^^	\$400 per webinar up to 2 hours	

^ Volume discounts from 10%-35% apply to 2+ site purchases on the same order.

^^ Teachers and administrators have access to complimentary on-demand, live online, or onsite professional development each year based on

#2 Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	



2023-11 Addendum 9

Exploros, Inc.

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Exploros, Inc. Information

Contact: Yoel Givol
Address: 1382 County street
Attleboro, MA 02703
Phone: (617) 529-1240
Email: yoel.givol@exploros.com
Web Address: www.exploros.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Yoel Givol
Signature

yoel.givol@exploros.com
Email

Submitted at 9/20/2023 01:13:03 AM (CT)

Requested Attachments

Pricing Proposal

Pricing Submission Exploros.xlsx

Must upload and completed Pricing template found in the attachments tab.

South San ISD Terms and Conditions

SSAISD Terms and Conditions_Exploros.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate
101102965.pdf

Edgar Certification Form

Edgar Certification Exploros.pdf

SWMBE Certifications

No response

Upload Certificates here, if applicable.

CIQ Form

Conflict of
Interest_SSAISD_2023.pdf

Reference #1

Reference Sheet Harmony.pdf

Reference #3

Reference Sheet United ISD.pdf

Reference #2

Reference Sheet McGregor
ISD.pdf

Company Overview

SouthSan_ Company Profile.pdf

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Misc Information (NOT REQUIRED)

Exploros Monitoring &
Reporting.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

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2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Student and Educational Software**

Vendor Name: Exploros, Inc.

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Teacher-guided social learning, whether face-to-face or remote.

With Exploros, teachers guide the learning and ALL students engage using social media skills. The experience is designed for device-enabled classrooms, enables a seamless transition to remote learning, and can even be used when some students are face-to-face and some are remote.

Exploros offers curriculum bundles in Social Studies, ELAR, and Digital Citizenship containing more than 800 TEKS-based lessons. Using Exploros, teachers shift to student-centered, data-driven instruction. ALL students engage, and remarkable things happen. In a state-wide case study in Texas, 94% of campuses using

Target Audience:

Students, teachers, campus and district administrators

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing? Partner with the District Technology team to ensure successful rollout :LMS Integration, SSO, Students on-boarding, Data monitoring and reports, On-going technical support

Professional Development: Sessions accommodate up to 25 participants, fostering interactive discussions and personalized attention. Grade-level cohorts ensure

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to perform the operations. What limitations are in place regarding the storage of historical data?

Classes and users can be archived in the system. Once archived the class/user can no longer be accessed from within the system. Classes can be archived by the owner (teacher) and users can only be archived by Exploros backend tools by request.

Archived items are not purged but are just inaccessible from the system. Historical data is saved and not purged unless specifically requested.

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are district personnel required to be available to assist with the vendor during the updates?

The Exploros platform and courses are web-hosted and accessed through a browser (Chrome or Safari). All version upgrades, service patches, and custom requests are automatically pushed to end-users, generally during off-school hours. The update process is seamless for the end-users.

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support?

The following means of support are included in the cost of the product: on-boarding, in-app chat, personalized mini sessions (15 minutes) upon request. The Exploros In-App chat application is available for teachers and administrators, for technical and instructional support. Hours available: 7:00 AM - 6:00 PM EST. Average response time is usually less than 10 minutes. There is also a library of help articles and videos available from within the app.

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district? In addition to the ability of the district to manually run reports, what options does the district have for extracting data from the solutions for reporting or other District purposes?

The Exploros platform collects data in realtime and provides teachers and school and district admins a full suite of reports. For details, see [Monitoring and Reporting](#).

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers?

As SaaS, data is transferred from the user browser to Exploros servers over secured SSL/TLS connection

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software product support the development of TEKS/standards.subject content?

The Exploros courses are aligned to the TEKS. Educators can see at a glance which TEKS breakouts are covered in any learning experience (lesson) before assigning it. As the lesson progresses, Exploros collects data monitoring TEKS Student Expectations and shows accumulated time on task for each SE by student. There are reports organized by TEKS, and a tool that suggests lessons to cover a specific SE.

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria) Exploros supports Google Classroom, Canvas, Schoology ,Classlink, One Roster, GG4L

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe.



2023-11 Addendum 9

FEV Tutor, Inc.

Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

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Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

FEV Tutor, Inc. Information

Contact: Lauren Abbott
Address: 500 W Cummings Park
Suite 2700
Woburn, MA 01801
Phone: (513) 594-3880
Email: lauren.a@fevtutor.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Josh Tabin
Signature

rfp@fevtutor.com
Email

Submitted at 10/2/2023 10:09:47 AM (CT)

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission.xlsx

South San ISD Terms and Conditions

SSAISD Terms and
Conditions_-1.pdf

Conflict of Interested Parties_1295

Complete_with_DocuSign_Form_1
295_Certificate.pdf

Edgar Certification Form

Edgar_Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict_of_Interest_SSAISD_202
3.pdf

Reference #1

Reference - E. Perla.pdf

Reference #3

Reference Ector County.pdf

Reference #2

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This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

South San Antonio - FEV Tutor.pdf

Misc Information (NOT REQUIRED)

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Bid Attributes

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Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

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PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

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Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

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1 Bidder's Certification

2 Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1 Non-resident Bidder's Certification

3 Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Woburn, Massachusetts

1 SWMBE Certification

4 List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

None

1 Anti-Collusion Statement

5 I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

Pricing Proposals for Student and Educational Software

Vendor Name: FEV Tutor, Inc.

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc Information" tab

Please see our attached response for how FEV Tutor’s solution aligns to your evaluation criteria.

Founded in 2009 as a pioneering organization in online tutoring, our ESSA Tier II solution has been meticulously refined over 14 years of implementation and research.

Unlike some providers that use “homework-help” style tutoring, FEV Tutor offers robust tutoring plans customized to each and every student, fully aligned with their existing curricula. This ensures tutoring is relevant, engaging, and highly effective. The proof is in the results: our students experience a 69% accelerated growth rate on average.

The Online Tutoring Services are delivered on FEV Tutor’s web-based platform. Upon signing in, students can access their student dashboard which contains session recordings, Student’s Individualized Learning Plans, any available Progress Reports, and the ability to connect with a live, professional tutor on our engaging whiteboard. Students interact and collaborate with tutors using interactive whiteboard tools, chat, and optional audio.

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both

Both. FEV Tutor serves students through virtual high-impact tutoring, and District staff receive access to a reporting dashboard for managing and monitoring student progress.

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing?

The below timeline is highly abbreviated and can vary based on specific district needs.

1. Start date and frequency are determined with the district in an initial meeting.
2. Students are selected for tutoring. This can be provided by SSAISD or produced in collaboration with FEV Tutor.
3. Once FEV Tutor receives access to student data, custom learning plans are created. This takes 2-3 days at minimum.

After FEV Tutor and SSAISD agree upon a strategy and finalize these plans, tutoring can begin in as little as 1-3 weeks. Deployment time is greatly reduced through single sign-on integration.

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to perform the operations. What limitations are in place regarding the storage of historical data?

FEV Tutor retains student data for analysis and measuring the outcomes of our solution. We maintain all data unless it is requested for removal by the customer. All data kept by us is only used in an anonymized fashion; it can only be accessed in unredacted form when directly assisting the District that owns the data.

We use Oracle cloud and Microsoft Azure for hosting, with Oracle as the primary. Data is stored in a highly secured environment with only authorized logins to have access. Oracle is certified for ISO 27001, a broad international information security standard, and undergoes annual audits for ISO compliance. Oracle has also been audited against the Service Organization Control (SOC) reporting framework for SOC 1 Type 2, attesting to the design and operating effectiveness of its controls. In addition, Oracle has been audited for SOC 2 Type 2, which includes a further examination of Oracle controls related to security, availability, and confidentiality. Oracle undergoes annual SOC audits.

All external data interchange is encrypted (256-bit SSL Encryption). FEV Tutor agrees to ensure compliance with the security guidelines as defined by PPRA, HIPPA, COPPA, and CIPA.

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are district personnel required to be available to assist with the vendor during the updates?

The application is set up with redundancy in the cloud to eliminate downtimes. FEV Tutor does however have planned downtimes during our upgrade cycles which we intimate our clients at least 48 hours in advance. These planned maintenance downtimes occur approximately once every three months. All our critical components have auto scalability built in to handle unexpected burst loads.

District personnel are not required for any update assistance. Our application is cloud-based and all updates are pushed automatically.

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support?

Our program support team is available to teachers, administrators, parents, and students. They are available by phone Monday-Friday from 8am-8pm PST and via email 24/7. Support team members can make scheduling changes and assist with platform access and use, and can escalate more complex issues for rapid response.

FEV Tutor can minimize the need for such support through video tutorials, guides, and even in-person district events.

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district? In addition to the ability of the district to manually run reports, what options does the district have for extracting data from the solutions for reporting or other District purposes?

FEV Tutor provides a dashboard available to designated stakeholders, such as teachers and administrators. When using single sign-on integration, the dashboard updates all student data in real-time as scores and feedback are gathered from lessons. Administrators have full ability to generate reports based on a variety of parameters. All raw data is available upon request for District use.

FEV Tutor provides several automatic reports, primarily weekly and monthly reports to both the District and individual families. These reports are typically sent via email with all raw data attached.

At the conclusion of your initiative, FEV will also provide an End-of-Year Impact Analysis, run in collaboration with district partners. This comprehensive, presentation-style report provides an overview of progress over the course of the year, samples of student and teacher feedback, and recommendations for next steps. We also highlight teachers who drove the initiative's success and photos of relevant events.

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers?

FEV Tutor primarily uses automated data transfer methods, including APIs and SFTP, to ensure efficiency and accuracy in transferring data between systems. The frequency of data transfers varies, with options for real-time, daily, weekly, and monthly updates based on data relevance. Robust security measures, including encryption, access controls, and compliance with regulations, are in place to protect the data during transit and maintain data integrity.

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software product support the development of TEKS/standards.subject content?

FEV Tutor is an approved vendor with the TEA and complies fully with TEKS. Lessons are built around TEKS-aligned questions from an 80,000-item question bank created by Instructure. Tutors reference these questions during lessons with students. Student learning plans can also be built around their existing TEKS-aligned classroom curricula.

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria)

Learning Management Systems (LMS): Our tutoring solutions can integrate with popular LMS platforms such as Google Classroom, Moodle, Canvas, Blackboard, and others to provide a cohesive learning experience.

Student Information Systems (SIS): We ensure compatibility with Student Information Systems commonly used in educational institutions, such as PowerSchool, Infinite Campus, Skyward, and many others. This facilitates easy data synchronization and access to student information.

Assessment and Analytics Tools: Our products can work alongside assessment and analytics tools like NWEA MAP, Eduphoria, Illuminate, and other data analysis platforms to support data-driven decision-making.

Single Sign-On (SSO): We offer SSO integrations to streamline access for students, teachers, and administrators. Our solutions can be configured to work with SSO providers often used in educational settings.

Custom Integration: We also have the capability to develop custom integrations to meet specific needs and ensure compatibility with unique data management systems utilized by our clients.

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe.

While FEV Tutor can craft initiatives around state accountability goals such as test scores - and we can provide evidence of State accountability measure

Pricing:

Based on your answers provided above, please provide the proposed pricing associated with the software that you have to offer for the district.

FEV Tutor uses a "subscription" model. With this model you purchase a specific number of sessions to be used within a certain time period. These sessions can be freely assigned to any rostered student. Your purchased quantity includes a "buffer" of free sessions to account for missed sessions.

For 1:1 tutoring (our recommendation), FEV Tutor charges \$29 per student per session. For small group instruction of up to four students, the price is \$19 per student per session. Additional details on pricing:

- The total session allowance available in a subscription year will reset annually.
- If the session allowance cap is hit before the end of the subscription duration, a customer can either start a new 12-month subscription or be charged for overage according to contract terms.
- There is no time minimum for a session unit, regardless of whether a student meets for 30 minutes or 90 minutes



2023-11 Addendum 9
Frontline Technologies Group LLC dba
Frontline Education
Frontline Education
Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be

awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Frontline Technologies Group LLC dba Frontline Education Information

Address: 1400 Atwater Dr
Malvern, PA 19355
Phone: (866) 504-8222

By submitting your response, you certify that you are authorized to represent and bind your company.

William O'Shea

Signature

Submitted at 10/2/2023 01:10:16 PM (CT)

boshea@frontlineed.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Frontline Education - Pricing Proposal.xlsx

South San ISD Terms and Conditions

Frontline Education - SSAISD Terms and Conditions_2023.pdf

Conflict of Interested Parties_1295

Frontline Education - SSAISD Form 1295 Certificate 101107717.pdf

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Frontline Education - Company Overview for SSAISD RFP #2023-11.pdf

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A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

1
5 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/

Pricing Proposals for
Presenters for Professional Development

Vendor Name: Frontline Technologies Group LLC dba Frontline Education

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development below, represent the cells where you will enter your information/data. You may add additional lines if needed.

** Rates based on six (6) hours of training per day**

Example: Professional Development/Training/Speaking Engagement Te

MATERIALS *	Price per Unit	Discount Percent
Workbook	\$15.00	5%
Teacher Kit	\$20.00	7%

LABOR	Daily Rate **
Initial Training	\$2,000.00
On Going Coaching	\$1,700.00

#1

Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Discount Percent
		0%
LABOR	Daily Rate **	
Online Certification Course(Human Capital Management Applications only)	\$695 per Course	

#2

Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Discount Percent
		0%
LABOR	Daily Rate **	
Virtual Training Sessions(Human Capital Management)	\$600 per Hour	

#3

Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Discount Percent
		0%
		0%
LABOR	Daily Rate **	
Virtual Training Sessions(Special Education)		
2 Hour Virtual Training Session	\$1,000.00	
3 Hour Virtual Training Session	\$1,200.00	

#4

Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	



2023-11 Addendum 9 Imagine Learning LLC Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Imagine Learning LLC Information

Contact: Lynette McVay
Address: 8860 East Chaparral Rd Suite 100
Scottsdale, AZ 85250
Phone: (480) 675-7284
Email: bids@imaginelearning.com
Web Address: www.imaginelearning.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kelly Staniec
Signature

rfps@imaginelearning.com
Email

Submitted at 9/22/2023 02:02:04 PM (CT)

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission _ Imagine Learning 2023.09.21.xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions__Imagine Learning LLC.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate 101105685_Imagine Learning LLC.pdf

Edgar Certification Form

Edgar Certification_Imagine Learning LLC.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of Interest_SSAISD_2023_Imagine Learning LLC.pdf

Reference #1

Reference Sheet - NISD San Antonio.pdf

Reference #3

Reference Sheet - Socorro ISD.pdf

Reference #2

Reference Sheet - Ysleta ISD.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Tab 1 Company Overview.pdf

Misc Information (NOT REQUIRED)

Tab 2 and 3 Deviations & Standard Terms & Conditions and Pricing.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 **Anti-Trust Certification**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

No

10 **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

N/A

1
1 **Criminal Background Check Requirement**

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1 4	SWMBE Certification List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises) Must attach Certificates on the "Responses Attachment" tab <input type="text" value="N/A"/>
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1 5	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. <input checked="" type="checkbox"/> I Agree
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1 6	Debarment or Suspension Certification Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. (I) Certifies 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 of agency under the Federal OMB, A-102, common rule. Failure to certify will render bidder non-responsive and will not be considered for award. <input type="text" value="Agree"/>
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1 7	No Israel Boycott Certification Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1) Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code. <input checked="" type="checkbox"/> I Agree
----------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 8	No Excluded Nation or Foreign Terrorist Organization Certification Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code. <input checked="" type="checkbox"/> Agree
----------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

Changes are requested to the following sections. Please see the attached for requested updates. --Section CONTRACT/AGREEMENT GENERAL TERMS AND CONDITIONS Page 4, No. 9 – Supplier Document Audit and Inspection/Record Retention --CONTRACT/AGREEMENT GENERAL TERMS AND CONDITIONS Page 5, No. 12 – Work Made for Hire --CONTRACT/AGREEMENT GENERAL TERMS AND CONDITIONS Page 8, No. 21 – Indemnification --CONTRACT/AGREEMENT GENERAL TERMS AND CONDITIONS Page 9, No. 24 – Termination -- CONTRACT/AGREEMENT GENERAL TERMS AND CONDITIONS Page 9, No. 25 – Defective/Non-Conforming Work Page 10, No. 26 – Warranties --CONTRACT/AGREEMENT GENERAL TERMS AND CONDITIONS Page 10, No. 27 – Use by Other Government Entities

2
3 **Purchasing Cooperative**

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

BuyBoard #653-21 (ex. 10/31/2024)

2
4 **Reference Instructions**

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Presenters for Professional Development**

Vendor Name: Imagine Learning LLC

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development Services your company offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional lines if needed.

**** Rates based on six (6) hours of training per day****

Example: Professional Development/Training/Speaking Engagement **Teacher Training**

MATERIALS *	Price per Unit	Discount Percent
Workbook	\$15.00	5%
Teacher Kit	\$20.00	7%

LABOR	Daily Rate **
Initial Training	\$2,000.00
On Going Coaching	\$1,700.00

****PLEASE SEE ATTACHED IN "MISCELLANEOUS INFO" for additional pricing**

#1 Professional Development/Training/Speaking Engagement

Professional Development Webinar

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	
Webinar, Three hours, up to 40 participants	\$750.00	

#2 Professional Development/Training/Speaking Engagement

Professional Development Onsite Day

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	
Onsite, six hours, up to 40 participants. Bundled options are available for discounts.	\$3,500.00	



2023-11 Addendum 9
Istation
Imagination Station, Inc.
Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of

Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Istation Information

Contact: Proposals Team
Address: 8150 North Central Expressway
Suite 2000
Dallas, TX 75206
Phone: (214) 237-9300
Email: proposals@istation.com
Web Address: www.istation.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Monika Flood

Signature

Submitted at 9/29/2023 09:49:14 PM (CT)

proposals@istation.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission (1).xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions_-
signed 2023.09.18.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate 101106187-
signed 2023.09.18.pdf

Edgar Certification Form

Edgar Certification-2023.09.18.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of Interest_SSAISD_2023-
signed 2023.09.18.pdf

Reference #1

Istation Reference #1.pdf

Reference #3

Istation Reference #3.pdf

Reference #2

Istation Reference #2.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Istation Response to SSAISD Bid
2023-11 (Product Info, Pricing,
Resumes, Research).pdf

Misc Information (NOT REQUIRED)

Istation Reading, Spanish, and
Math Curriculum Correlation to
TEKS.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1 Bidder's Certification

2

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1 Non-resident Bidder's Certification

3

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1 SWMBE Certification

4

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

1 Anti-Collusion Statement

5

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

1
6 **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

1
7 **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

1
8 **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

- 1) Has its principal place of business in the State of Texas;
- OR**
- 2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

2
3 **Purchasing Cooperative**

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

GoodBuy, #22-23 6E100; Choice Partners, #21/016KN-10; Epic6, #13.20; TIPS, #200105; EdTech Purchasing Co-op, #ET20181610; TexBuy, #AEPA IFB #020-C; Region 18 Purchasing Cooperative, #R18-623-379-136; Allied States Cooperative, #20-7373; 2013 Purchasing Cooperative, #21030; Association of Educational Purchasing Agencies (AEPA), #020-C; Purchasing Cooperative of America (PCA), #OD-320-20

2
4 **Reference Instructions**

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

Pricing Proposals for Presenters for Professional Development

Vendor Name: Istation

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development Services your company offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional lines if needed.

** Rates based on six (6) hours of training per day**

Example: Professional Development/Training/Speaking Engagement Teacher Training

MATERIALS *	Price per Unit	Discount Percent
Workbook	\$15.00	5%
Teacher Kit	\$20.00	7%

LABOR	Daily Rate **
Initial Training	\$2,000.00
On Going Coaching	\$1,700.00

#1 Professional Development/Training/Speaking Engagement

Onsite Professional Development/Training

MATERIALS *	Price per Unit	Discount Percent
N/A		0%
N/A		0%
N/A		0%
LABOR	Daily Rate **	
Onsite Days	\$3,850 per day	

#2 Professional Development/Training/Speaking Engagement

Virtual Professional Development/Training

MATERIALS *	Price per Unit	Discount Percent
N/A		0%
N/A		0%
N/A		0%
LABOR	Daily Rate **	

Virtual Professional Development	Note: Pricing is per package. Standard Virtual Learning Services package is \$1,950. See Istation's training price sheet attached in our response, uploaded in "Company Overview, for more pricing information and virtual PD package options.

#3 Professional Development/Training/Speaking Engagement

Customized Professional Development/Training

MATERIALS *	Price per Unit	Discount Percent
N/A		0%
N/A		0%
N/A		0%
LABOR	Daily Rate **	
Customized Professional Development	Pricing is custom and will be determined based on what training the district selects.	

#4 Professional Development/Training/Speaking Engagement



2023-11 Addendum 9

IXL Learning, Inc.

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

IXL Learning, Inc. Information

Contact: David Lee
Address: 777 Mariners Island Blvd
Suite 600
San Mateo, CA 94404
Phone: (855) 255-8800
Email: proposals@ixl.com
Web Address: <https://www.ixl.com/>

By submitting your response, you certify that you are authorized to represent and bind your company.

Samantha Sanchez

Signature

Submitted at 10/2/2023 02:17:08 PM (CT)

proposals@ixl.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

IXL_Learning_Pricing_Submission
_-_SSAISD.xlsx

South San ISD Terms and Conditions

SSAISD - Terms & Conditions.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate - South San
Antonio ISD.pdf

Edgar Certification Form

SSAISD - EDGAR Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

IXL CIQ.pdf

Reference #1

Reference Sheet - Hutto ISD.pdf

Reference #3

Reference Sheet #3.pdf

Reference #2

Reference Sheet - Uvalde
CISD.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Company Overview - South San
Antonio ISD.pdf

Misc Information (NOT REQUIRED)

IXL Pricing - South San Antonio
ISD.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

3 Submission Response

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****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

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3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
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A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

San Mateo, California

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

N/A

1
5 **Anti-Collusion Statement**

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(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

1
9 **Form 1295 - Certificate of Interested Parties**

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www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

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A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

2
0 **Vendor Employment Certification**

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

2
1 **No Deviations or Exceptions**

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

2
2 **Deviations and Exceptions**

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

2
3 **Purchasing Cooperative**

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

IXL is approved on cooperatives such as TIPS, GoodBuy, and Region 19.

2
4 **Reference Instructions**

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

Pricing Proposals for Student and Educational Software

Vendor Name: IXL Learning, Inc.

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc Info" button. IXL is an end-to-end K-12 online learning platform that provides comprehensive, standards-aligned content for math, language arts, science, and social studies. IXL is a fully computer-based, Software as a Service (SaaS), and does not require any hardware or software installation. IXL supports the most popular operating systems and devices.

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both. IXL is designed for students, teachers, as well as school and district administrators. IXL strives to make the education experience better for administrators by applying technology in thoughtful and innovative ways. IXL's approach is grounded in the belief that educational technology works best when it empowers and inspires students to take an active role in their learning. IXL also empowers district administrators with insightful analytics so they can stay up-to-date on decisions.

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing? Leveraging their extensive experience with best practices for successful implementations, the IXL team will support schools with effective strategies to help maximize student learning. This implementation plan includes:

- Launch Consultation: IXL offers a virtual launch consultation with school leaders to discuss goals and objectives, implementation strategies, schedule for training, and support needs.
- Onboarding: IXL will work with the district to set up rosters and user accounts, and support integration needs. As an online platform, IXL does not require software installation.
- Professional Development: IXL will work with district and school leaders to align professional development with instructional goals.
- End-of-Year Data Consultation: At the end of the year, IXL will schedule a virtual meeting with district and school leaders to review the year's accomplishments and discuss strategies for the next school year.

IXL's District Partnership Team will work with the district to create an implementation plan that best suits its goals and will work with district leaders to ensure successful implementation.

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to perform these tasks?

place regarding the storage of historical data?

Unless otherwise directed by a School, IXL will delete or de-identify personal information of student users after a period of inactivity, after the termination of a subscription, or after termination of IXL agreement with the School, in accordance with the terms of any applicable written agreement with the School, with School administrators, and IXL's standard data retention schedule. Authorized School administrators may contact IXL at compliance@ixl.com to request additional information regarding the retention schedule and available options for customizing IXL's standard data retention schedule to meet individual School requirements.

IXL may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, and business records. IXL will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the information cannot be used to identify a particular individual.

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are there any resources available to assist with the vendor during the updates?

Updates/Upgrades are released biweekly without any need for South San Antonio ISD to implement them. Further, IXL thoroughly tests all software prior to release, including patches, etc. IXL does not require District support for updates to IXL's website.

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support?

IXL offers technical support via phone (855-255-6676) from 8AM to 7PM ET, Monday to Friday. Users may also contact IXL via email (help@ixl.com). Other IXL staff will respond to inquiries within one business day.

Users also have on-demand access to IXL's online help center (www.ixl.com/helpcenter) which provides helpful information including user guides and answers to IXL features, accounts, rostering, and licenses.

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district to manually run reports, what options does the district have for extracting data from the solutions for reporting or other District purposes?

IXL Analytics provides students/parents, teachers, and administrators with a comprehensive suite of reports, including up-to-date diagnostic data, skill progression reports, action plans, student trouble spots, live monitoring, progress and growth, etc. Many reports can be exported in PDF or CSV format.

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers?

IXL can automatically add, update, and remove teachers and students from the district's SIS tool through integrations with ClassLink, Clever, GG4L, OneRoster, etc. for auto-rostering is synced nightly via SFTP or API. IXL also supports manual rostering via bulk CSV or Excel upload.

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software/product support the development of TEKS/standards.subject content?

IXL comprehensively aligns with the TEKS in grades PK-12 for math and ELA and grades K-8 in science and social studies. Importantly, IXL offers custom-built skill plans directly to the scope and sequence of the TEKS, making lesson planning simplified for teachers. IXL helps teachers plan for daily standards-based instruction to match the scope and sequence of the TEKS. IXL unpacks each standard into highly targeted skills. By breaking standards down into their smallest parts, IXL provides a clear view of student knowledge of a standard as a whole, it also helps teachers find precise skills to target for remediation. Using skill plans teachers can readily identify and:

Assign skills directly from the skill plan. Teachers may assign skills directly from the skill plan to all students, a specific class or groups of students, or an individual student. Teachers can easily see which skills they have assigned and to which classes and students. In turn, students can refer to their personal Recommendations wall to see a list of assigned skills from there.

Analyze students' progress on each assigned skill. Teachers can leverage the Skill Analysis report for a detailed view of student performance on each skill. The report shows the progress students are making toward mastery and the

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria)

IXL does not have integrations with data management systems; however, administrators and teachers can export IXL Analytics reports in CSV format, which

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe.

Yes, IXL's is aligned to the State of Texas Assessments of Academic Readiness (STAAR) assessment and has created custom-built skill plans for the STAAR (www.ixl.com/math/skill-plans/staar-grade-4). IXL's STAAR math skill plans provide highly targeted IXL skills aligned to the questions similarly found in the STAAR assessment. The alignment to the most up-to-date state standards and exams. For information on how IXL meets the newly redesigned components of STAAR assessment www.ixl.com/materials/us/IXL_and_the_new_STAAR_question_types.

Additionally, IXL provides strong evidence for proven construct and predictive validity for the STAAR. The validity and reliability research on IXL's Diagnostic Assessment (www.ixl.com/research) shows IXL's standards- and mastery-based approach works. In Texas, schools using IXL consistently outperformed those without IXL, as evidenced by a statewide efficacy study of 6,516 public schools. The study was peer reviewed by the American Educational Research Association (AERA). The study found that schools using IXL achieved higher student achievement in both IXL schools and non-IXL schools using data from the 2014 and 2017 STAAR exams to assess student achievement before and after using IXL. Schools that used IXL for three school years performed better than schools that used IXL for only one school year. IXL schools outperformed the others by as much as 11 percentiles in ELA. The study results also showed that IXL effectively increases student achievement for all learners, including those in low-income schools and low-performing schools. Including study design and methodology, can be reviewed at www.ixl.com/research/Impact-of-IXL-in-Texas.pdf.



2023-11 Addendum 9
Jennifer Martin Educational Consulting
Jennifer Elaine Martin
Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of

Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Jennifer Martin Educational Consulting Information

Contact: Jennifer Martin
Address: 5433 FM 512
Commerce, TX 75428
Phone: (903) 217-2613
Email: jmeducationpd@gmail.com
Web Address: jmeducate.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jennifer Elaine Martin

Signature

Submitted at 10/1/2023 08:30:22 PM (CT)

jmeducationpd@gmail.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission Jennifer Martin Consulting.xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions_Jennifer Martin Consulting.pdf

Conflict of Interested Parties_1295

Conflict of Interest_SSAISD_2023 Jennifer Martin.pdf

Edgar Certification Form

Edgar Certification Jennifer Martin.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

Jennifer Martin HUB Certificate.pdf

CIQ Form

Form 1295 Certificate 101106452 Jennifer Martin.pdf

Reference #1

Reference Sheet (1) Jennifer Martin.pdf

Reference #3

Reference Sheet (3) Jennifer Martin.pdf

Reference #2

Reference Sheet (2) Jennifer Martin.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Jennifer Martin Educational Consulting Company Overview.pdf

Misc Information (NOT REQUIRED)

No response

Bid Attributes

1 Introduction

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2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

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5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1 Bidder's Certification

2 Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Resident Proposer

1 Non-resident Bidder's Certification

3 Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

N/A

1 SWMBE Certification

4 List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

I have attached documentation.

1 Anti-Collusion Statement

5 I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Presenters for Professional Development**

Jennifer Martin Educational Consulting

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development Services your company offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional lines if needed.

** Rates based on six (6) hours of training per day**

Example: Professional Development/Training/Speaking Engagement Teacher Training

MATERIALS *	Price per Unit	Discount Percent
	All materials included in price	

LABOR	Daily Rate **
Initial Training/Worksh	\$3,000.00
Ongoing Coaching/Le	\$2,000.00

#1 Professional Development/Training/Speaking Engagement

Teacher Training/Professional Development

MATERIALS *	Price per Unit	Discount Percent
	All materials are included.	
LABOR	Daily Rate **	
Initial Training/Work	\$3,000.00	
Ongoing Coaching	\$2,000.00	

#2 Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	



2023-11 Addendum 9

Lakeshore Learning Materials, LLC

Lakeshore Parent, LLC

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
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Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Lakeshore Learning Materials, LLC Information

Contact: Eunice Peterson
Address: 2695 E. Dominguez St.
Carson, CA 90895
Phone: (800) 421-5354
Fax: (310) 537-7990
Email: biddept@lakeshorelearning.com
Web Address: www.lakeshorelearning.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Luke Creamer

Signature

Submitted at 9/28/2023 10:41:54 AM (CT)

biddept@lakeshorelearning.com

Email

Supplier Note

Please reference "Per RFP #2023-11" on all purchase orders. Please contact Jenna Sekerak, PSG Operations Manager, by phone (216) 630-8757 or by email at jsekerak@lakeshorelearning.com for more information and to schedule your upcoming events. We look forward to partnering with you to accomplish your professional development goals!

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

South San ISD Terms and Conditions

Conflict of Interested Parties_1295

Edgar Certification Form

SWMBE Certifications

Upload Certificates here, if applicable.

CIQ Form

Reference #1

Reference #3

Reference #2

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This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Misc Information (NOT REQUIRED)

1. Pricing Submission (1).xlsx

2. SSAISD Terms and Conditions_.pdf

3. Form 1295 Certificate 101110652.pdf

4. Edgar Certification.pdf

No response

7. Conflict of Interest_SSAISD_2023.pdf

8. Reference Sheet - Upper Merion Area School District.pdf

9. Reference Sheet - Laredo Independent School District.pdf

10. Reference Sheet - Long Beach USD 1.pdf

11. Company Overview.pdf

No response

Bid Attributes

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PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 **Anti-Trust Certification**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

No

10 **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

N/A

1
1 **Criminal Background Check Requirement**

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

Agree

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Carson, California

1 4	SWMBE Certification List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises) Must attach Certificates on the "Responses Attachment" tab <input type="text" value="N/A"/>
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1 5	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. <input checked="" type="checkbox"/> I Agree
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1 6	Debarment or Suspension Certification Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. (I) Certifies 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 of agency under the Federal OMB, A-102, common rule. Failure to certify will render bidder non-responsive and will not be considered for award. <input type="text" value="Agree"/>
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1 7	No Israel Boycott Certification Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1) Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code. <input checked="" type="checkbox"/> I Agree
----------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 8	No Excluded Nation or Foreign Terrorist Organization Certification Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code. <input checked="" type="checkbox"/> Agree
----------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
General Student Learning & Testing Materials**

Vendor Name: Lakeshore Learning Materials, LLC

Discount Range From (Lowest)	Enter lowest percentage of discount offered <u>5</u> %
Discount Range From (Highest)	Enter Highest percentage of discount offered <u>5</u> %

Indicate Yes / No if category fits product sold	Description
NO	Fine Arts Equipment, Supplies, and Materials (ex: paint, glaze, drawing paper, tools, models,
NO	Advanced Placement, Gifted & Talented College & Career Readiness Materials (ex: Career Exploration and Planning Tools
Yes	Classroom Specialty Items (ex: flags, games, posters, display materials)
Yes	Math Supplies & Equipment (ex: furniture, carpets, manipulatives, games, puzzles)
Yes	Early Literacy, Early Childhood, and Early Learning Materials (ex: furniture, carpets, manipulatives, games, puzzles)
NO	Library Services and Materials (ex: Book Supports, Pamphlet & Document Storage Devices, General Library Supplies)
NO	Science Equipment and Supples (ex: Incubators, lamps, test tubes, lab supplies, Physical and Earth Science, Chemistry)
Yes	Special Education Instructional Materials and Supplies (ex: Assistive Devices, Learning Aids, Audio /Visual Aids)
NO	Testing and Assesment Materials (ex: Test Forms, Scanning Sheets, and Booklets)
NO	Textbooks (ex: Textbooks not found through the Texas Education Agency)
Yes	English Language Arts & Reading Materials (ex: teaching aids and classroom instructional items)
Yes	Math Instructional Materials (ex: teaching aids, manipulatives and classroom instructional items)
Yes	Social Student Instructional Materials (ex: teaching aids, and classroom instructional items)
Yes	Bilingual & ESL Instructional Materials (ex: teaching aids, and classroom instructional items)
NO	Response to Intervention, 504 and Dyslexia Materials (ex: teaching aids, manipulatives, and classroom instructional items)
NO	Counseling and Mentoring Materials (ex: teaching aids, booklets, and instructional materials)



2023-11 Addendum 9 lead4ward, LLC Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

lead4ward, LLC Information

Contact: Kim Lehman
Address: 3400 COIT RD # 261007
PLANO, TX 75026
Phone: (512) 201-2999
Fax: (512) 588-1740
Email: business@lead4ward.com
Web Address: www.lead4ward.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kim Lehman

Signature

Submitted at 9/27/2023 07:05:59 PM (CT)

business@lead4ward.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

rfp_2023-11_Pricing
Submission_L4W.pdf

South San ISD Terms and Conditions

RFP 2023-
11_terms&conditions_L4W.pdf

Conflict of Interested Parties_1295

rfp_2023-11_Form 1295
Certificate
101108952_lead4ward.pdf

Edgar Certification Form

RFP_2023-11_EDGAR_l4w.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

RFP_2023-11_CIW_l4w.pdf

Reference #1

RFP_2023-11_lead4ward
reference form_dickinsonISD.pdf

Reference #3

RFP_2023-11_lead4ward
reference form_zapata CISD.pdf

Reference #2

RFP_2023-11_lead4ward
reference form_north east ISD.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

lead4ward_Company overview.pdf

Misc Information (NOT REQUIRED)

No response

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1 Bidder's Certification

2

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1 Non-resident Bidder's Certification

3

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1 SWMBE Certification

4

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

1 Anti-Collusion Statement

5

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
General Student Learning & Testing Materials**

Vendor Name: lead4ward, LLC

Discount Range From (Lowest)	Enter lowest percentage of discount offered <u>0</u> %
Discount Range From (Highest)	Enter Highest percentage of discount offered <u>0</u> %

Indicate Yes / No if category fits product sold	Description
no	Fine Arts Equipment, Supplies, and Materials (ex: paint, glaze, drawing paper, tools, models,
no	Advanced Placement, Gifted & Talented College & Career Readiness Materials (ex: Career Exploration and Planning Tools
no	Classroom Specialty Items (ex: flags, games, posters, display materials)
no	Math Supplies & Equipment (ex: furniture, carpets, manipulatives, games, puzzles)
no	Early Literacy, Early Childhood, and Early Learning Materials (ex: furniture, carpets, manipulatives, games, puzzles)
no	Library Services and Materials (ex: Book Supports, Pamphlet & Document Storage Devices, General Library Supplies)
no	Science Equipment and Supplies (ex: Incubators, lamps, test tubes, lab supplies, Physical and Earth Science, Chemistry)
no	Special Education Instructional Materials and Supplies (ex: Assistive Devices, Learning Aids, Audio /Visual Aids)
no	Testing and Assessment Materials (ex: Test Forms, Scanning Sheets, and Booklets)
no	Textbooks (ex: Textbooks not found through the Texas Education Agency)
yes	English Language Arts & Reading Materials (ex: teaching aids and classroom instructional items)
yes	Math Instructional Materials (ex: teaching aids, manipulatives and classroom instructional items)
yes	Social Student Instructional Materials (ex: teaching aids, and classroom instructional items)
yes	Bilingual & ESL Instructional Materials (ex: teaching aids, and classroom instructional items)
yes	Response to Intervention, 504 and Dyslexia Materials (ex: teaching aids, manipulatives, and classroom instructional items)

yes		Counseling and Mentoring Materials (ex: teaching aids, booklets, and instructional materials)
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RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

Pricing Proposals for Student and Educational Software

Vendor Name: lead4ward, LLC

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc Information" tab

visit www.lead4ward.com or <http://store.lead4ward.com/> a list of our products and associated pricing

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both

lead4ward products are intended for staff use as instructional aids/tools/resources.

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing?

A lead4ward dashboard account is required to access lead4ward's digital products

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to perform the operations. What limitations are in place regarding the storage of historical data?

N/A

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are district personnel required to be available to assist with the vendor during the updates?

upgrades to digital products will occur periodically and will be available to the Client when they access the product through their lead4ward dashboard

Technical Support:

technical assistance is available during business hours at tech@lead4ward.com or info@lead4ward.com

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district? In addition to the ability of the district to manually run reports, what options does the district have for extracting data from the solutions for reporting or other District purposes? varies by product

Secure Transfer of Data:

N/A

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software product support the development of TEKS/standards.subject content?

all lead4ward products and resources support the TEKS/standards

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria)

the lead4ward data module is compatible with Eduphoria, Edugence and others

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe.

Pricing:

Based on your answers provided above, please provide the proposed pricing associated with the software that you have to offer for the district.

see the attached list of current products or visit lead4ward.com for more information and pricing

Professional Development Workshops/Services 2023-24

Leadership Teams	General Instruction/ New to Profession/ Mentoring
review for leaders	lead4ward101
staar4ward for leaders	managing the engaged classroom: tips, tools & strategies
leading intentional intervention	maximizing your lead4ward field guides
being the leader your new teachers need	engaging learners (for leaders or teachers)
plan4growth: developing 2.0 thinking as a PLC	engaging learners in CTE courses
teach4learning: aligning instruction to the expectations of STAAR 2.0	developing comprehension and writing responses across content areas
accountability for leaders	first-year teacher training/ academy
leadership coaching	teacher induction: training-of-trainers
leading learning series	mentor training
accountabilityconnect	mentoring ePLC membership
Math	Science
review for math	review for science
staar4ward for math	staar4ward for science
intervention for math	intervention: vocab & visuals for science
plan4growth in math: developing 2.0 thinking as a PLC	bringing the new science TEKS into focus
teach4learning in math: aligning instruction to the expectations of STAAR 2.0	developing comprehension and writing responses across content areas
math ePLC membership	science ePLC membership
Special Education	Social Studies
review for special educators	review for social studies
staar4ward for special education	staar4ward for social studies
re-imagining specially designed instruction	intervention: vocab & visuals for social studies
CSI (connecting standards to instruction)	review for social studies
IEP to Action	plan4growth in social studies: developing 2.0 thinking as a PLC
teach4learning for ALL: ensuring access to the expectations of STAAR 2.0 for ALL	teach4learning in social studies: aligning instruction to the expectations of STAAR 2.0
special education inclusion academy	social studies foundations ePLC membership
special education ePLC membership	social studies 8 th grade ePLC membership
Literacy	
review for literacy	Thinking trails: using writing to track reading comprehension
staar4ward for literacy	intervention for literacy
plan4growth in literacy: developing 2.0 thinking as a PLC	teach4learning in literacy: aligning instruction to the expectations of STAAR 2.0
literacy academy (3-5) & (6-EOC)	ePLC membership: cultivating readers and writers

Notes:

- Sessions and/or descriptions may change.
- Brief descriptions for all workshops and services are available at: <http://lead4ward.com>.
- The training format (in-person, virtual, or hybrid) will be determined at the time of scheduling.
- Products/materials are available at: <http://store.lead4ward.com/>.
- Trainings and products/materials support the TEKS 100%.
- Clients are responsible for providing copies of handouts for each participant at in-person sessions.

lead4ward Professional Development Fees

2023 - 2024 *School Year

professional development workshops (6 hours)	fees
up to 50 participants	\$4,500
up to 100 participants	\$5,500
up to 150 participants	\$6,500
up to 200 participants	\$7,500
up to 250 participants	\$8,500
up to 300 participants	\$9,500
up to 350 participants	\$10,500
up to 400 participants	\$11,500

general	fees	notes
consulting	varies	quotes provided upon request

memberships ^	fees	notes
accountabilityconnect	see website	https://lead4ward.com/accountability-connect/
special education ePLC	see website	https://lead4ward.com/eplc-sped/
social studies ePLC	see website	https://lead4ward.com/eplc-ss/
math ePLC	see website	https://lead4ward.com/learning-yearly-services/
science ePLC	see website	https://lead4ward.com/learning-yearly-services/
literacy ePLC	see website	https://lead4ward.com/eplc-literacy/
mentoring ePLC	see website	https://lead4ward.com/eplc-mentoring/ (books required)

[^] membership dates vary

academies (year long)	fees	notes
literacy, inclusion & new teacher academies	varies	quotes provided upon request

series and services	fees	notes
leading learning series	\$1,250	registrations by May 31 (early bird pricing)
	\$1,550	registrations after May 31
leadership coaching	varies	quotes provided upon request

teacher induction	fees	notes
trainer-of-trainers - 3 day training	\$600	per participant; minimum of 25 participants required
mentor training	see above	books required; purchased separately from lead4ward online store
first year teacher day of training	see above	books required; purchased separately from lead4ward online store

conferences and open session workshops	fees	notes
pricing per registrant	varies	for listings & prices visit http://lead4ward.com/conferences/

products/materials (online store)	notes
http://store.lead4ward.com/	listing (catalog) of lead4ward products/materials, including shipping, handling, and payment information

NOTES:

- pricing applies to in-person, virtual, and hybrid formats
- number of participants is based on the total number of unique participants per day
- special pricing for sessions with over 400 participants and sessions requiring multiple presenters
- fees include related lead4ward staff travel expenses except where noted
- full-day in-person PD is based on a typical training day of 8:30am to 3:30pm, including lunch
- the district/ campus is responsible for printing and distribution of materials/handouts and assisting with virtual training sessions
- fees not applicable for "open sessions" or those hosted by an ESC, organization, or district through a shared service agreement
- see www.lead4ward.com for current services and pricing

* School Year = first day of June through last day in May. Pricing subject to change annually.

CONFIDENTIAL

To view a listing of lead4ward products and materials, please visit the lead4ward online store: <http://store.lead4ward.com/> This link also includes information regarding shipping, handling, and returns.

lead4ward Store products

Subject	Product Title
Field Guides	Field Guide Elementary Campus Bundle - Online Subscription
	Field Guide Grades 5 & 6 Campus Bundle - Online Subscription
	Field Guide Middle School Campus Bundle - Online Subscription
	Field Guide High School Campus Bundle - Online Subscription
	RENEWAL Field Guide Elementary Campus Bundle - Online Subscription
	RENEWAL Field Guide Grades 5 & 6 Campus Bundle - Online Subscription
	RENEWAL Field Guide Middle School Campus Bundle - Online Subscription
	RENEWAL Field Guide High School Campus Bundle - Online Subscription
	Leadership Field Guides - Online Subscription
	RENEWAL Leadership Field Guides - Online Subscription
Math - Primary	TeachTransform Building Fluency Using Problem Types: Sums to 10 & Differences within 10 Campus License
	TeachTRansform Building Fluency Using Problem Types: Sums to 20 & Differences within 20 Campus License
Math	Mathmark Elementary Bundle - English - Online Subscription
	Mathmark Elementary Bundle - Spanish - Online Subscription
	Mathmark Elementary Bundle English & Spanish - Online Subscription
	Mathmark Grades 5 & 6 Bundle - Online Subscription
	Mathmark Middle School Bundle - Online Subscription
	Mathmark Individual Grade Levels - English (Grades 3, 4 or 5)
	Mathmark Individual Grade Levels - Spanish (Grades 3, 4 or 5)
	Mathmark Individual Grade Levels - English (Grades 6, 7, or 8)
Math Sorting Cards	Kindergarten Math TEKS Sorting Cards (one student set)
	Kindergarten Math TEKS Sorting Cards (classroom set for 25 students)
	Grade 1 Math TEKS Sorting Cards (one student set)
	Grade 1 Math TEKS Sorting Cards (classroom set for 25 students)
	Grade 2 Math TEKS Sorting Cards (one student set)
	Grade 2 Math TEKS Sorting Cards (classroom set for 25 students)
	Grade 3 Math TEKS Sorting Cards (one student set)
	Grade 3 Math TEKS Sorting Cards (classroom set for 25 students)
	Grade 4 Math TEKS Sorting Cards (one student set)
	Grade 4 Math TEKS Sorting Cards (classroom set for 25 students)
	Grade 5 Math TEKS Sorting Cards (one student set)
	Grade 5 Math TEKS Sorting Cards (classroom set for 25 students)
	Grade 6 Math TEKS Sorting Cards (one student set)
	Grade 6 Math TEKS Sorting Cards (classroom set for 25 students)
	Grade 7 Math TEKS Sorting Cards (one student set)
	Grade 7 Math TEKS Sorting Cards (classroom set for 25 students)
	Grade 8 Math TEKS Sorting Cards (one student set)
	Grade 8 Math TEKS Sorting Cards (classroom set for 25 students)
	Algebra I TEKS Sorting Cards (one student set)
	Algebra I TEKS Sorting Cards (classroom set for 25 students)
Digital Sorting Cards (Campus Set)	Elementary Math
	Elementary ELAR/SLAR
	Elementary Science
	Elementary Bundle (all content areas)
	Secondary Math
	Secondary ELAR/SLAR
	Secondary Science
	Secondary SS
	Secondary Bundle (all content areas)
	Elementary Long Strands Only (all content areas)
Secondary Long Strands Only (all content areas)	
ELAR	Comprehensive Strategy CARDS ONLY (folder not included) English OR Spanish
	Comprehensive Strategy Kit - English OR Spanish
	LITERACYCentral Reading Comprehension for Science OR SS

Genre Bookmarks	K-2 Genre Bookmarks (30 classroom sets of 5 bookmarks) FULL COLOR available in English OR Spanish
	K-2 Genre Bookmarks (30 classroom sets of 5 bookmarks) BLACK & WHITE available in English OR Spanish
	Elementary Genre Bookmarks (30 classroom sets of 5 bookmarks) FULL COLOR available in English OR Spanish
	Elementary Genre Bookmarks (30 classroom sets of 5 bookmarks) BLACK & WHITE available in English OR Spanish
	Secondary Genre Bookmarks (30 classroom sets of 5 bookmarks) FULL COLOR
	Secondary Genre Bookmarks (30 classroom sets of 5 bookmarks) BLACK & WHITE
	Science & Social Studies Bookmarks (30 classroom sets of 3 bookmarks) COLOR
Thinking Stems	Thinking Stems (25 classroom sets of 13 bookmarks) BLACK & WHITE
	Thinking Stems (25 classroom sets of 13 bookmarks) COLOR
	Spanish Thinking Stems (25 classroom sets of 13 bookmarks) BLACK & WHITE
	Spanish Thinking Stems (25 classroom sets of 13 bookmarks) COLOR
	Digital Visual Thinking Stems
Teacher Induction	First Year Teacher Notebook: Growing Effective Teachers
	Mentoring and Coaching Notebook: Helping New Teachers Succeed
Merch	"BE" Flipbook for Principals (a set of inspirational cards)
	"BE" Flipbook for Teachers (a set of inspirational cards)
	be bold book by Ervin Knezek
	be bold t-shirt
	be bold kiss cut stickers (50 per package)
	Reusable Face Mask



2023-11 Addendum 9

Learning A-Z, LLC

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Learning A-Z, LLC Information

Contact: Amy Otis
Address: 17855 Dallas Parkway, Suite 400
Dallas, TX 75287
Phone: (800) 547-6747
Email: LAZBids@learninga-z.com
Web Address: <https://www.learninga-z.com>

By submitting your response, you certify that you are authorized to represent and bind your company.

Amy Otis
Signature

LAZBids@learninga-z.com
Email

Submitted at 9/27/2023 02:50:09 PM (CT)

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Learning A-Z - Pricing Submission
9.2023.xlsx

South San ISD Terms and Conditions

Learning A-Z - SSAISD Terms and
Conditions with Clarifications
9.2023.pdf

Conflict of Interested Parties_1295

Learning A-Z - 1295 9.2023.pdf

Edgar Certification Form

Learning A-Z - EDGAR Certs
9.2023.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Learning A-Z - CIQ 9.2023.pdf

Reference #1

Learning A-Z - Reference 1
09.2023.pdf

Reference #3

Learning A-Z - Reference3
09.2023.pdf

Reference #2

Learning A-Z - Reference 2
09.2023.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Learning A-Z - Company Overview
9.2023.pdf

Misc Information (NOT REQUIRED)

Learning A-Z - Proposal
Document 9.2023.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1 Bidder's Certification

2 Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Resident Proposer

1 Non-resident Bidder's Certification

3 Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

N/A

1 SWMBE Certification

4 List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

Cambium Learning, Inc. is pleased to support minority owned businesses with our Corporate Membership to the National Minority Supplier Development Council. The NMSDC is committed to solving the growing need for supplier diversity by working to support and facilitate MBE integration into a globalized corporate supply chains. The NMSDC also offers educational programs focused on innovation and learning solutions for diversity professionals. With a goal to ensure equivalent opportunities for minority owned businesses, the mission of the NMSDC reflects Cambium Learning's commitment to supporting minority and women owned businesses. More information about the National Minority Supplier Development Council can be found here: <https://nmsdc.org/>

1 Anti-Collusion Statement

5 I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

Pricing Proposals for Presenters for Professional Development

Vendor Name: Learning A-Z, LLC

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development Services your company offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional information as needed.

** Rates based on six (6) hours of training per day**

Example: Professional Development/Training/Speaking Engagement Teacher Training

MATERIALS *	Price per Unit	Discount Percent
Workbook	\$15.00	5%
Teacher Kit	\$20.00	7%

LABOR	Daily Rate **
Initial Training	\$2,000.00
On Going Coaching	\$1,700.00

#1 Professional Development/Training/Speaking Engagement

Webinar

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	
Webinar (per webinar)	\$500.00	

#2 Professional Development/Training/Speaking Engagement

Workshops and Learning Series

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	
First day	\$3,000.00	
Each consectuive day	\$2,500.00	

#3 Professional Development/Training/Speaking Engagement

Coaching Support and Lesson Modeling

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	
First day	\$3,000.00	
Each consecutive day	\$2,500.00	

#4 Professional Development/Training/Speaking Engagement

Train the Trainer Package

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	
Package - per cohort of 25	\$9,500.00	



2023-11 Addendum 9
Learning Zone
Kimco Educational Products Inc.
Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of

Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Learning Zone Information

Contact: Michael Rendon
Address: 10531 Gulfdale
San Antonio, TX 78216
Phone: (210) 341-4373
Fax: (210) 341-8760
Toll Free: (800) 434-7644
Email: learningzoneinfo@yahoo.com
Web Address: www.learningzonecatalog.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Brenda Hwang

Signature

Submitted at 9/15/2023 11:05:31 AM (CT)

hwangbrenda@ymail.com

Email

Supplier Note

The discount will be 10% for product in store shelf pricing and on website (www.learningzonecatalog.com) Sale & clearance items, testing, assessment & STAAR materials & books are not subject to discount.

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission.xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions_.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate 101103807.pdf

Edgar Certification Form

Edgar Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of Interest_SSAISD_2023.pdf

Reference #1

Reference Sheet neisd.pdf

Reference #3

Reference Sheet nisd.pdf

Reference #2

Reference Sheet saids.pdf

Company Overview

Company profile.docx

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Misc Information (NOT REQUIRED)

Discount1234.docx

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 **Anti-Trust Certification**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

No

10 **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

N/A

1
1 **Criminal Background Check Requirement**

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1 4	SWMBE Certification List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises) Must attach Certificates on the "Responses Attachment" tab <input type="text" value="N/A"/>
----------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 5	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. <input checked="" type="checkbox"/> I Agree
----------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 6	Debarment or Suspension Certification Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. (I) Certifies 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 of agency under the Federal OMB, A-102, common rule. Failure to certify will render bidder non-responsive and will not be considered for award. <input type="text" value="Agree"/>
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1 7	No Israel Boycott Certification Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1) Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code. <input checked="" type="checkbox"/> I Agree
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1 8	No Excluded Nation or Foreign Terrorist Organization Certification Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code. <input checked="" type="checkbox"/> Agree
----------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

Sale & clearance items, testing, assessment & STAAR materials & books are not subject to discount. Free shipping on orders of \$150 or more not consisting of furniture, equipment, carpets & rugs. A minimum of \$10 will be charged on orders under \$150 not consisting of furniture, equipment, carpets & rugs. Actual shipping charges always apply to furniture, equipment, carpets & rugs and will be added to order. Call for quote.

2
3 **Purchasing Cooperative**

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

BuyBoard #653-21, GoodBuy #23-24 6E000, 2013 Purchasing Coop, TIPS #210301 & #210401, Epic #13.22 & Allied States Coop #20-7373

2
4 **Reference Instructions**

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
General Student Learning & Testing Materials**

LEARNING ZONE

Discount Range From (Lowest)	10%
Discount Range From (Highest)	10%

Indicate Yes / No if category fits product sold	Description
YES	Fine Arts Equipment, Supplies, and Materials (ex: paint, glaze, drawing paper, tools, models,
NO	Advanced Placement, Gifted & Talented College & Career Readiness Materials (ex: Career Exploration and Planning Tools
YES	Classroom Specialty Items (ex: flags, games, posters, display materials)
YES	Math Supplies & Equipment (ex: furniture, carpets, manipulatives, games, puzzles)
YES	Early Literacy, Early Childhood, and Early Learning Materials (ex: furniture, carpets, manipulatives, games, puzzles)
NO	Library Services and Materials (ex: Book Supports, Pamphlet & Document Storage Devices, General Library Supplies)
YES	Science Equipment and Supplies (ex: Incubators, lamps, test tubes, lab supplies, Physical and Earth Science, Chemistry)
YES	Special Education Instructional Materials and Supplies (ex: Assistive Devices, Learning Aids, Audio /Visual Aids)
YES	Testing and Assessment Materials (ex: Test Forms, Scanning Sheets, and Booklets)
NO	Textbooks (ex: Textbooks not found through the Texas Education Agency)
YES	English Language Arts & Reading Materials (ex: teaching aids and classroom instructional items)
YES	Math Instructional Materials (ex: teaching aids, manipulatives and classroom instructional items)
YES	Social Student Instructional Materials (ex: teaching aids, and classroom instructional items)
YES	Bilingual & ESL Instructional Materials (ex: teaching aids, and classroom instructional items)
NO	Response to Intervention, 504 and Dyslexia Materials (ex: teaching aids, manipulatives, and classroom instructional items)
NO	Counseling and Mentoring Materials (ex: teaching aids, booklets, and instructional materials)



2023-11 Addendum 9

Lexia Learning Systems LLC

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Lexia Learning Systems LLC Information

Address: 300 Baker Ave.
Ste. 320
Concord, MA 02174
Phone: (800) 435-3942

By submitting your response, you certify that you are authorized to represent and bind your company.

Carol K. Keller

Signature

Submitted at 9/25/2023 04:01:26 PM (CT)

bidteam@lexialearning.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Lexia Learning_Pricing
Submission (1) (1).xlsx

South San ISD Terms and Conditions

Lexia Learning_South San
Antonio RFP 2023-11_Terms and
Conditions.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate
101107509_South San Antonio
ISD_signed.pdf

Edgar Certification Form

Edgar Certification_signed.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of
Interest_SSAISD_2023_signed.pdf

Reference #1

Clint ISD Reference Sheet.pdf

Reference #3

Northside ISD Reference
Sheet.pdf

Reference #2

Socorro ISD Reference Sheet.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Lexia Product Overviews.pdf

Misc Information (NOT REQUIRED)

Lexia Learning_Pricing_South San
Antonio ISD_RFP2023-11.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

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South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

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South San ISD Administrative Offices
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San Antonio, TX 78224

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7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1 Bidder's Certification

2

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

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(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Resident Proposer

1 Non-resident Bidder's Certification

3

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

N/A

1 SWMBE Certification

4

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

N/A

1 Anti-Collusion Statement

5

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

2
2 **Deviations and Exceptions**

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.
The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

12. Work Made for Hire - The District or State agency customer acknowledges and agrees that the Services are existing, commercially available SaaS-based subscriptions, provisioned in a multi-tenant, shared database architecture, with ancillary training, texts and other materials, which Lexia Learning Systems LLC offers and provisions to all of its educational customers under its standard limited license terms, and all ownership or other intellectual property rights of any kind in and to the Services and/or any associated materials developed, used or provided in the course of any services, or derivatives thereof, whether or not now or in the future acquired, filed, perfected, registered or recorded, are expressly reserved to and remain the property of Lexia Learning Systems LLC and/or its licensors, as set forth in the license terms. All rights relating to the Services and/or materials not expressly granted by Lexia Learning Systems LLC in the license terms for the Services are reserved. The parties acknowledge that elements of the Lexia Learning Systems LLC services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to district/state/government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101 and 12.212. The parties do not anticipate or intend the creation by Lexia Learning Systems LLC of any newly created intellectual property or "Works Made for Hire" ("New Work Product Deliverable") to be owned exclusively by the customer under the Agreement, and nothing will be deemed a New Work Product Deliverable hereunder unless the development of such New Work Product Deliverable is expressly agreed and individually identified as a New Work Product Deliverable to be owned exclusively by the customer in a Lexia Learning Systems LLC quote or a statement of work signed by a VP or above level representative of Lexia Learning Systems LLC, on an individual case basis prior to creation. 16. Invoices/Payment - Payment will be accepted by check, wire or electronic funds transfer ACH only. Upon written approval by Lexia, credit card/procurement card transactions up to \$100,000 may be accepted. 24. Termination - For the avoidance of doubt, all Software-as-a-Service offerings are considered delivered in full upon activation of the annual license.

2
3 **Purchasing Cooperative**

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

BuyBoard #653-21; TIPS #21301

2
4 **Reference Instructions**

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11
General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs
Pricing Proposals for
Presenters for Professional Development

Vendor Name: Lexia Learning LLC

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional lines if needed.

**** Rates based on six (6) hours of training per day****

Example: Professional Development/Training/Speaking Engagement **Teacher Training**

MATERIALS *	Price per Unit	Discount Percent
Workbook	\$15.00	5%
Teacher Kit	\$20.00	7%

LABOR	Daily Rate **
Initial Training	\$2,000.00
On Going Coaching	\$1,700.00

****All pricing shown below is inclusive of both Professional Development as well as student curriculum subscriptions. Please see the additional pricing I**

#1	Professional Development/Training/Speaking Engagement	Lexia English Language Development					
	MATERIALS / SOFTWARE * (Including bundles with PD)	Price per Unit	Discount Percent				
	Lexia English Student Licenses 1-249 (1 Year)	\$100.00					
	Lexia English Student Licenses 250-499 (1 Year)	\$95.00	5.00%				
	Lexia English Student Licenses 500+ (1 Year)	\$90.00	10%				
	Lexia English Unlimited Site License	\$12,900.00 Annual					
	Lexia English Unlimited Site License with School Success Partnership	\$14,900.00 Annual		11.83%			
	A LA CARTE PROFESSIONAL DEVELOPMENT	Daily Rate **					
	Lexia English Onsite Professional Development Day	\$4,250/day					
	Lexia English Live Online	\$1,000/half day					
	ANNUAL PROFESSIONAL DEVELOPMENT	Rate					
	Lexia English School Success Partnership	\$4,000 Annual					
	District Success Partnership - Bronze	\$4,000 Annual					
	District Success Partnership - Silver	\$8,300 Annual					

	District Success Partnership - Gold	\$11,900 Annual					
	District Success Partnership - Platinum	\$16,100 Annual					
#2	Professional Development/Training/Speaking Engagement		Core5 Reading and PowerUp Literacy Licensing and Profes:				
	MATERIALS / SOFTWARE * (Including bundles with PD)	Price per Unit	Discount Percent				
	Core5/PowerUp Student Licenses 1-249 (1 Year)	\$44.00					
	Core5/PowerUp Student Licenses 250-499 (1 Year)	\$39.00	11.36%				
	Core5/PowerUp Student Licenses 500+ (1 Year)	\$33.00	25%				
	Core5/PowerUp Unlimited Site License	\$10,500.00 Annual					
	Core5/PowerUp Unlimited Site License with School Success Partnership	\$13,800.00 Annual	4.82%				
	A LA CARTE PROFESSIONAL DEVELOPMENT	Daily Rate **					
	Core5 or PowerUp Onsite Professional Development Day	\$4,250/day					
	Core5 or PowerUp Live Online	\$1,000/half day					
	ANNUAL PROFESSIONAL DEVELOPMENT	Rate					
	Core5 or PowerUp School Success Partnership	\$4,000 Annual					
	District Success Partnership - Bronze	\$4,000 Annual					
	District Success Partnership - Silver	\$8,300 Annual					

	District Success Partnership - Gold	\$11,900 Annual					
	District Success Partnership - Platinum	\$16,100 Annual					
#3	Professional Development/Training/Speaking Engagement		LETRS				
	MATERIALS* (Including bundles with PD)	Price per Unit	Discount Percent				
	LETRS 3rd Edition, Units 1-4 OR 5-8, Per Participant (Materials Only - 1 Year)	\$399.00					
	LETRS 3rd Edition, 1-4 OR 5-8, Cohort of 40 Participants (Materials Only - 1 Year)	\$15,960.00					
	LETRS 3rd Edition, 1-4 OR 5-8, with 4 Face-to-Face Professional Learning Sessions, Cohort of 40 Participants - 1 Year	\$37,960.00					
	LETRS 3rd Edition, 1-4 OR 5-8, with 8 Live Online Professional Learning Sessions, Cohort of 40 Participants - 1 Year	\$30,360.00					
	LETRS 3rd Edition, 1-8, Per Participant (Materials Only - 2 Years)	\$798.00					

	LETRS 3rd Edition, 1-8, cohort of 40 participants (Materials Only - 2 Years)	\$31,920.00					
	LETRS 3rd Edition, 1-8, with 8 Face-to-Face Professional Learning Sessions, Cohort of 40 Participants - 2 Years	\$75,920.00					
	LETRS 3rd Edition, Units 1-8, with 16 Live Online Professional Learning Sessions, Cohort of 40 Participants - 2 Years	\$60,720.00					
	LETRS 3rd Edition, Units 1-8, with Blended 4 Face-to-Face/8 Live Online Professional Learning Sessions, cohort of 40 participants - 2 Years	\$68,320.00					
	LETRS Early Childhood, Participant Materials Bundle (Print + License) - Per Participant - 1 Year	\$250.00					
	LETRS Early Childhood, Participant Materials Bundle (Print + License) - 40 Participants - 1 Year	\$10,000.00					

	LETRS Early Childhood, Participant Materials Bundle (Print + License) with 2 Face-to-Face Professional Learning Sessions - 40 Participants - 1 Year	\$21,000.00					
	LETRS Early Childhood, Participant Materials Bundle (Print + License) with 4 Live Online Professional Learning Sessions - 40 Participants - 1 Year	\$17,200.00					
	LETRS for Administrators, Participant Materials Bundle (Print + License) - Per Participant - 2 Years	\$250.00					
	LETRS for Administrators, Participant Materials Bundle (Print + License) - 25 Participants - 2 Years	\$6,250.00					
	LETRS for Administrators, Participant Materials Bundle (Print + License) with 4 Face-to-Face Professional Learning Sessions - 25 Participants - 2 Years	\$28,250.00					

LETRS for Administrators, Participant Materials Bundle (Print + License) with 8 Live Online Professional Learning Sessions - 25 Participants - 2 Years	\$20,650.00					
A LA CARTE PROFESSIONAL DEVELOPMENT	Daily Rate **					
LETRS Face-to-Face Professional Learning Day (LETRS 3rd Edition/ Early Childhood/LETRS for Administrators)	\$5,500.00/day					
LETRS Face-to-Face Professional Learning Make-up Day (LETRS 3rd Edition/ Early Childhood/LETRS for Administrators)	\$5,500.00/day					
LETRS Live Online Professional Learning Session (LETRS 3rd Edition/ Early Childhood/LETRS for Administrators)	\$1,800.00/half day					
LETRS Live Online Professional Learning Make-up Session (LETRS 3rd Edition/ Early Childhood/LETRS for Administrators)	\$1,800.00/half day					
LETRS Public Unit Live Online Professional Learning Session (per unit pricing) - 3rd Editon	\$500.00 per unit					

	LETRS Public Unit Live Online Professional Learning Session (per unit pricing) - Early Childhood	\$500.00 per unit					
	ANNUAL PROFESSIONAL DEVELOPMENT	Rate					
	LETRS Success Partnership—Bronze	\$6,500.00 Annual					
	LETRS Success Partnership—Silver	\$11,400.00 Annual					
	LETRS Success Partnership—Gold	\$17,100.00 Annual					
	LETRS Success Partnership—Platinum	\$29,900.00 Annual					
	LETRS Dedicated District Success Manager	\$230,000.00 Annual					
#4	Professional Development/Training/Speaking Engagement		Aspire Professional Learning				
	MATERIALS/SOFTWARE *	Price per Unit	Discount Percent				
	Lexia Aspire Professional Learning 1-yr Participant License	\$600.00					
	Lexia Aspire Professional Learning 1-yr Leader License	\$600.00					



2023-11 Addendum 9

Literacy San Antonio, Inc. dba TX Reads Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Literacy San Antonio, Inc. dba TX Reads Information

Contact: Chelsea Pitcher
Address: P.O. Box 460176
San Antonio, TX 78246
Phone: (801) 319-5642
Email: chelsea@literacysanantonio.com
Web Address: www.txreads.org

By submitting your response, you certify that you are authorized to represent and bind your company.

Chelsea Pitcher
Signature

chelsea@literacysanantonio.com
Email

Submitted at 10/2/2023 11:53:01 AM (CT)

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

LSA_Pricing Submission (1).xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions_.pdf

Conflict of Interested Parties_1295

LSA Conflict of Interest_SSAISD_2023.pdf

Edgar Certification Form

LSA_Edgar Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

LSA Conflict of Interest_SSAISD_2023.pdf

Reference #1

DGrubb_Reference Sheet - Tx Reads.pdf

Reference #3

RM_Reference Sheet (1).pdf

Reference #2

ARamirez-Reference_LSA.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

SSISD RFP #2023-11.pdf

Misc Information (NOT REQUIRED)

No response

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1 Bidder's Certification

2 Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Resident Proposer

1 Non-resident Bidder's Certification

3 Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

N/A

1 SWMBE Certification

4 List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

n?A

1 Anti-Collusion Statement

5 I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
General Student Learning & Testing Materials**

Vendor Name:

Discount Range From (Lowest)	Enter lowest percentage of discount offered _____ %
Discount Range From (Highest)	Enter Highest percentage of discount offered _____ %

Indicate Yes / No if category fits product sold	Description
No	Fine Arts Equipment, Supplies, and Materials (ex: paint, glaze, drawing paper, tools, models,
No	Advanced Placement, Gifted & Talented College & Career Readiness Materials (ex: Career Exploration and Planning Tools
No	Classroom Specialty Items (ex: flags, games, posters, display materials)
No	Math Supplies & Equipment (ex: furniture, carpets, manipulatives, games, puzzles)
Yes	Early Literacy, Early Childhood, and Early Learning Materials (ex: furniture, carpets, manipulatives, games, puzzles)
No	Library Services and Materials (ex: Book Supports, Pamphlet & Document Storage Devices, General Library Supplies)
No	Science Equipment and Supplies (ex: Incubators, lamps, test tubes, lab supplies, Physical and Earth Science, Chemistry)
No	Special Education Instructional Materials and Supplies (ex: Assistive Devices, Learning Aids, Audio /Visual Aids)
No	Testing and Assessment Materials (ex: Test Forms, Scanning Sheets, and Booklets)
No	Textbooks (ex: Textbooks not found through the Texas Education Agency)
Yes	English Language Arts & Reading Materials (ex: teaching aids and classroom instructional items)
No	Math Instructional Materials (ex: teaching aids, manipulatives and classroom instructional items)
No	Social Student Instructional Materials (ex: teaching aids, and classroom instructional items)
Yes	Bilingual & ESL Instructional Materials (ex: teaching aids, and classroom instructional items)
No	Response to Intervention, 504 and Dyslexia Materials (ex: teaching aids, manipulatives, and classroom instructional items)
No	Counseling and Mentoring Materials (ex: teaching aids, booklets, and instructional materials)



2023-11 Addendum 9

Lowman Consulting, LLC

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Lowman Consulting, LLC Information

Contact: John Lowman
Address: 14902 Preston Road
Suite 404-805
Dallas, TX 75254
Phone: (972) 921-7325
Email: john@lowmanconsulting.org
Web Address: lowmanconsulting.org

By submitting your response, you certify that you are authorized to represent and bind your company.

John Lowman

Signature

Submitted at 10/2/2023 11:26:43 AM (CT)

john@lowmanconsulting.org

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

LOWMAN EDUCATION RFP 2023-11.pdf

South San ISD Terms and Conditions

Comp9.18.23SSAISD Terms and Conditions_.pdf

Conflict of Interested Parties_1295

Comp9.27.23Form 1295 Certificate 101110618 (1).pdf

Edgar Certification Form

Comp9.26.23Edgar Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Comp9.27.23Conflict of Interest_SSAISD_2023.pdf

Reference #1

Ref3LOWMAN Reference Form - Midland ISD.pdf

Reference #3

Ref4LOWMAN Reference Form.pdf

Reference #2

Ref8LOWMAN Reference Form (1).pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Why Work With Us.pdf

Misc Information (NOT REQUIRED)

No response

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

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South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

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South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

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South San ISD Administrative Offices
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San Antonio, TX 78224

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Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

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If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1 Bidder's Certification

2 Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Resident Proposer

1 Non-resident Bidder's Certification

3 Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

N/A

1 SWMBE Certification

4 List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

N/A

1 Anti-Collusion Statement

5 I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

1
6 **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

1
7 **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

1
8 **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

2
3 **Purchasing Cooperative**

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

Allied States Cooperative Region 19 (RE: RFP #20-7367 - Consulting, Contracted Services, Staff Development & Related (Supplemental) RFP #21-7406 Classroom Curriculum, Supplies, Equipment and Related (Supplemental) Epic6 Co-op ESC6 (RFP 33.22 CONSULTING & RELATED SERVICES) (RFP 13.22 INSTRUCTIONAL SUPPLIES) Region 7 Instructional Catalog ICAT2223 (12/15/22-12/15/23)

2
4 **Reference Instructions**

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

Pricing Proposals for Student and Educational Software

Vendor Name: Lowman Consulting, LLC

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc Information" tab Lowman Education curriculum products are digital files to download or upload into your LMS. Our products are 100% TEKS aligned to support student learning in the classroom. Our design is systematic and intentional as we spiral highly tested STAAR content.

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both

Our target audience is both staff and students.

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing?

Implementation is simple for teachers and administration. Teachers are able to create their own logins. Designated account owners can add and delete users. Access

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to perform the operations. What limitations are in place regarding the storage of historical data?

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are district personnel required to be available to assist with the vendor during the updates?

Since we are not technically not a software program there are no version updates. We updated our files each year to reflect TEA TEKS realignment. Our files are accessible directly from our website. District personnel are not required to get a campus up and running. Our technicians are certified in Security+, Linux +, Networking+, and CCNA Cisco certified network architect.

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support?

We are available for technical support. Staff would email mary@lowmaneducation.com.

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district? In addition to the ability of the district to manually run reports, what options does the district have for extracting data from the solutions for reporting or other District purposes?

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers?

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software product support the development of TEKS/standards.subject content?

All of our materials are TEKS-ALIGNED and STAAR FOCUSED. We provide a FREQUENCY CHART, a STUDY SHEET, and a Calendar Map that document covered TEKS as well a scope and sequence. Our tools focus on highly tested content and are intentionally spiraled all year long through Warmups, Lessons, Assignments, Exit Passes, Pick 4 Essays, & Unit Tests.

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria)

All of our resources are in digital format. Compatible, with Google Drive, Canvas, Blackboard etc....

Many of our resources are in Google Forms format for direct student access and grading.

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe.

Pricing:

Based on your answers provided above, please provide the proposed pricing associated with the software that you have to offer for the district.

Each resource is \$500, and a yearly renewal of \$50 per item.



2023-11 Addendum 9

McGraw Hill LLC

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

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Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

McGraw Hill LLC Information

Address: 8787 Orion Place
Columbus, OH 43240
Phone: (800) 338-3987
Web Address: www.mheducation.com/prek-12

By submitting your response, you certify that you are authorized to represent and bind your company.

Kimberly Harvey
Signature

Submitted at 9/29/2023 12:55:56 PM (CT)

BidsandContracts@mheducation.com
Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

MH_Pricing Submission.xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions MH FINAL.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate 101110266-.pdf

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MH_Edgar Certification-.pdf

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MH_Conflict of Interest_SSAISD_2023-.pdf

Reference #1

Reference Sheet-1.pdf

Reference #3

McGrawReference-3.pdf

Reference #2

Reference Sheet McGraw Hill-2.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

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Misc Information (NOT REQUIRED)

MH Contact Information.pdf

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****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

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(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

1
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I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6 Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7 No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8 No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

2
3

Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

TX INTERLOCAL PURCHASING SYSTEM (TIPS) 210101 Technology Solutions, Products, & Services through May 31, 2026. TX Interlocal Purchasing System (TIPs) 210301 Academic Curriculum and Instructional/Educational Goods, Materials, and Services through May 31, 2025 TX- Harris County Choice Partners- 22/038SG-23 Educational Materials and Related Items, through August 16, 2027

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
General Student Learning & Testing Materials**

Vendor Name: McGraw Hill LLC

Discount Range From (Lowest)	Enter lowest percentage of discount offered <u> 0 </u> %
Discount Range From (Highest)	Enter Highest percentage of discount offered <u> 0 </u> %*

Indicate Yes / No if category fits product sold	Description
	Fine Arts Equipment, Supplies, and Materials (ex: paint, glaze, drawing paper, tools, models,
	Advanced Placement, Gifted & Talented College & Career Readiness Materials (ex: Career Exploration and Planning Tools
	Classroom Specialty Items (ex: flags, games, posters, display materials)
	Math Supplies & Equipment (ex: furniture, carpets, manipulatives, games, puzzles)
	Early Literacy, Early Childhood, and Early Learning Materials (ex: furniture, carpets, manipulatives, games, puzzles)
	Library Services and Materials (ex: Book Supports, Pamphlet & Document Storage Devices, General Library Supplies)
	Science Equipment and Supplies (ex: Incubators, lamps, test tubes, lab supplies, Physical and Earth Science, Chemistry)
	Special Education Instructional Materials and Supplies (ex: Assistive Devices, Learning Aids, Audio /Visual Aids)
	Testing and Assessment Materials (ex: Test Forms, Scanning Sheets, and Booklets)
Yes	Textbooks (ex: Textbooks not found through the Texas Education Agency)
Yes	English Language Arts & Reading Materials (ex: teaching aids and classroom instructional items)
Yes	Math Instructional Materials (ex: teaching aids, manipulatives and classroom instructional items)
Yes	Social Student Instructional Materials (ex: teaching aids, and classroom instructional items)
	Bilingual & ESL Instructional Materials (ex: teaching aids, and classroom instructional items)
	Response to Intervention, 504 and Dyslexia Materials (ex: teaching aids, manipulatives, and classroom instructional items)
	Counseling and Mentoring Materials (ex: teaching aids, booklets, and instructional materials)

*For McGraw Hill list pricing, please visit: mheducation.com. McGraw Hill School account purchase prices reflect up to 25% off list prices. Discounted list pricing for school accounts will display in the cart once you are logged in.



2023-11 Addendum 9

Nearpod Inc.

Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Nearpod Inc. Information

Address: 1855 Griffin Road, A290,
Dania Beach, FL 33004
Phone: (305) 677-5030

By submitting your response, you certify that you are authorized to represent and bind your company.

Leigh Delhotal

Signature

Submitted at 9/29/2023 01:20:53 PM (CT)

leigh.delhotal@nearpod.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission.xlsx

South San ISD Terms and Conditions

Legal Exceptions Southwest
ISD.docx

Conflict of Interested Parties_1295

SSAISD._1295._Nearpod._09.202
3-severinev_nearpod.com.pdf

Edgar Certification Form

SSAISD._Edgar_Certification._Ne
arpod._09.2023-
severinev_nearpod.com.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

SSAISD._CIQ._Nearpod._09.2023
-severinev_nearpod.com.pdf

Reference #1

Nearpod reference_sheet_1.pdf

Reference #3

Reference Sheet 3.pdf

Reference #2

Reference_Sheet_2.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Nearpod Executive Summary.
SSAISD. 09.2023.pdf

Misc Information (NOT REQUIRED)

No response

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Disagree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Dania Beach, Florida

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

N/A

1
5 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
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Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

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For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Student and Educational Software**

Vendor Name: Nearpod Inc.

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc Information" tab

Nearpod is a browser-based, subscription-as-a-service (SaaS) model ed tech product. Nearpod's ability to engage students while simultaneously creating real-time reports for teachers facilitates learning in in-person, blended, and remote class environments. In addition, educators can fully customize the product to run lessons

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both

Nearpod's target audience is students and teachers.

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing?

This proposal is for software as a service (SaaS) licenses; we believe strongly that an effective implementation is critical to the long term value of Nearpod and

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to perform the operations. What limitations are in place regarding the storage of historical data?

Upon written request, data will be made de-identifiable and then deleted.

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are district personnel required to be available to assist with the vendor during the updates?

Nearpod employs a zero downtime rolling release model that delivers both product patches and fixes as well as additional functionality.

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support?

Technical support is available via chat, email, and phone from 8 a.m.–8 p.m. Monday–Friday. The support team is tiered to efficiently triage and solve any technical

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district? In addition to the ability of the district to manually run reports, what options does the district have for extracting data from the solutions for reporting or other District purposes?

For administrators, reports are available regarding general usage by district, school, and teacher over a selected time frame. Administrators can also view individual

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers?

Data transfer for rostering occurs through a secure methodology which includes .CSV uploads by the customer or through an automated third-party integration

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software product support the development of TEKS/standards.subject content?

The link below provides a sampling of TEKS-aligned Nearpod K-12 content covering ELA, Math, Science, Social Studies, Health Education, and Technology

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria)

Nearpod is compatible with Canvas, Schoology, Google Classroom, Microsoft Teams, Blackboard, and more. Please visit <https://nearpod.com/lms-integrations> to

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe.

N/A

Pricing:

Based on your answers provided above, please provide the proposed pricing associated with the software that you have to offer for the district. Please reference the pricing sheet on Tab 2 "Learning and Testing Materials"



2023-11 Addendum 9

Newsela, Inc.

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

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Contact Information

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Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Newsela, Inc. Information

Contact: Dody Gerick
Address: 185 Madison Avenue
Floor 5
New York, NY 10016
Phone: (646) 450-0005
Email: procurement@newsela.com
Web Address: www.newsela.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Chris Mezzatesta

Signature

Submitted at 10/2/2023 11:44:30 AM (CT)

procurement@newsela.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission.xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions_.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate 101109694.pdf

Edgar Certification Form

Edgar Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of Interest_SSAISD_2023.pdf

Reference #1

Reference Sheet.pdf

Reference #3

Newsela Reference.pdf

Reference #2

Reference Sheet 2.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Newsela Company Overview.pdf

Misc Information (NOT REQUIRED)

Newsela Price List SSAISD.pdf

Bid Attributes

1 Introduction

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Agree

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Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1 Bidder's Certification

2

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1 Non-resident Bidder's Certification

3

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

New York, NY

1 SWMBE Certification

4

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

N/A

1 Anti-Collusion Statement

5

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

1
9 **Form 1295 - Certificate of Interested Parties**

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

2
0 **Vendor Employment Certification**

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

2
1 **No Deviations or Exceptions**

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

2 **Deviations and Exceptions**

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.
The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

Newsela respectfully takes exception to the following clauses and welcomes the chance to discuss commercially reasonable modifications to these clauses in the event we are awarded this contract. Request for Modifications to the General Terms and Conditions: Section 2. Non-Assignment. We request the following be added to the end of the paragraph: "Notwithstanding the foregoing or anything to the contrary in the contract Supplier shall have the right without consent to assign this Agreement or rights hereunder or delegate obligations (a) to any affiliate of Supplier or (b) to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of the Supplier hereunder." Section 12. Work Made for Hire. Newsela requests the following edit: that "resulting from this project" be replaced with "developed specifically for and delivered to District pursuant to this Agreement", so that, as revised it reads: "All work developed specifically for and delivered to District pursuant to this Agreement shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and SSAISD retains sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by the Supplier's personnel in the course of performing the work. Section 21. Indemnification. Newsela requests that its indemnification obligations be limited to third party claims to the extent arising from the District's use of Newsela's services. Section 24. Termination. Newsela also requests that the last sentence of this paragraph be deleted. Services have been delivered and completed at the point at which the subscriptions are activated. Section 26. Default Conditions. Newsela requests that this section be revised to read as follows: If the Supplier: (i) breaches any provision of the Agreement; (ii) becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, "event(s) of default"), SSAISD will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with thirty (30) days prior written notice to the Supplier. SSAISD will then have no further financial obligation to the Supplier. In the event of default, SSAISD is expressly authorized to obtain the goods or services that would have been provided by Supplier under this Agreement from an alternative source. As an online multi-use platform provided on an "as-is" basis, Newsela should not be responsible for replacement costs. We propose that the sole "penalty" be termination. Section 29. Subcontracting. Newsela requests the ability to engage subcontractors without the District's consent provided that Newsela be responsible for the actions or omissions of any subcontractors. Additionally, Newsela requires that all customers agree to our Terms of Use. These terms are located here: <https://newsela.com/pages/terms-of-use/>, We request that they be incorporated into any final contract, agreement and/or purchase order contemplated hereunder.

2 **Purchasing Cooperative**

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

Choice Partners/HCDE 20/032KN-15; Allied States/ASC 20-7373; Region 1 ESC 23-AGENCY-000115; TIPS 210101; Region 7 ESC CMPS2223; Region 15 ESC 791-2020-03-002; 2013 Purchasing Cooperative ETC 20022B; SETX Region 5 ESC, 20221002; Region 10 ESC, ET221817

2 **Reference Instructions**

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

Pricing Proposals for Student and Educational Software

Vendor Name: Newsela, Inc.

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc Information" tab. **Newsela is a web-based, digital instructional content delivery platform. Newsela provides content in ELA, Social Studies, Science, and Social-Emotional Learning (SEL). Serving students in Grades 2–12, Newsela is an entirely digital resource that combines fresh and relevant content, automatic differentiation, powerful embedded instructional supports to drive text engagement, and assessments to help teachers identify areas of student success and growth. We seek to provide content that meets the unique needs of students across the district.**

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both: **District staff, Students, Caregivers**

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing? **Once a district opts in to Newsela, they may be provided a designated integration specialist from the Newsela integration team. The Newsela integration specialist works closely with the sales and customer success teams, along with the district tech team, to make sure the most appropriate integration method is chosen for the district's end users. Depending on the complexity of the systems in use at the district, a call with the Newsela integration team and**

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to perform the operations. What limitations are in place regarding the storage of historical data? **Upon completion of the contracted services, and with the written request from the school or district that student information be deleted, Newsela shall delete the data. If no such request is received, personally identifiable information from pupil records will be destroyed in accordance with Newsela's Privacy Policy. Please contact your Newsela representative for more information, if needed. PII**

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are district personnel required to be available to assist with the vendor during the updates? **Product updates are automatically applied on a rolling basis, and require no**

intervention from the district. Our content is updated daily and scheduled maintenance is handled on an as-needed basis. In the event scheduled maintenance requires downtime, Newsela will notify customers three days in advance and will perform maintenance in hours outside of the school day.

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support? **Newsela offers customer support for paid customers Monday–Friday (excluding national and company holidays) within the hours of 8 a.m.–8 p.m. ET via Live Chat and a contact form (<https://learn.newsela.com/contact/>). Through Live Chat, educators can receive instant support for any technical issues, including rostering,**

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district? In addition to the ability of the district to manually run reports, what options does the district have for extracting data from the solutions for reporting or other District purposes? **Newsela offers the ability to download District's usage data in .csv or .pdf format. Data points available to export at the District level include Article Views per teacher and student, Binder Views per teacher and student, and Quiz outcomes. Per Active Student. This information is also available in the Newsela Teacher and Admin Binders.**

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers? **Newsela is a Project Unicorn signatory partner, and supports IMS standards. As such, Newsela supports rostering utilizing Clever, OneRoster, Classlink, Canvas, Schoology, and Google Classroom) to provision accounts in Newsela. Support features include nightly bulk account creation and maintenance via Clever or OneRoster v1.1**

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software product support the development of TEKS/standards.subject content? **Newsela provides thousands of carefully curated, engaging, TEKS-aligned texts to drive learning. With Newsela, SSAISD will have the flexible, TEKS-aligned content your teachers and students need to ensure continuity of learning in ELA, social studies, and science.**

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria) **With our Project Unicorn Tier 4 certification, Newsela has met Project Unicorn's highest standard of data interoperability. Additionally Newsela integrates with top rostering solutions and supports IMS standards. Newsela is certified for LTI 1.3, in compliance with Global Interoperability Standards, Newsela supports OneRoster v1.1 to provision and maintain user accounts within Newsela. Additionally, in**

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe. **No**



2023-11 Addendum 9

Notable Inc. DBA Kami

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Notable Inc. DBA Kami Information

Contact: Katrina Stafford
Address: 8605 Santa Monica Blvd. PMB 57387
West Hollywood, CA 90069-4109
Phone: (650) 416-8109
Email: katrina.stafford@kamiapp.com
Web Address: kamiapp.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Katrina Stafford
Signature

katrina.stafford@kamiapp.com
Email

Submitted at 10/2/2023 10:46:10 AM (CT)

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission (1).xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions_.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate 101111430.pdf

Edgar Certification Form

Kami Export - Edgar Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Kami Export - Conflict of Interest_SSAISD_2023 (1).pdf

Reference #1

Reference 1.pdf

Reference #3

Reference 3.pdf

Reference #2

Reference 2.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Vendor Profile.pdf

Misc Information (NOT REQUIRED)

No response

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

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- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

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10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1 Bidder's Certification

2

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

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(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1 Non-resident Bidder's Certification

3

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Delaware

1 SWMBE Certification

4

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

N/A

1 Anti-Collusion Statement

5

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

1
6 **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

1
7 **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

1
8 **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

Pricing Proposals for Presenters for Professional Development

Vendor Name: Notable, Inc. (dba Kami)

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development Services your company offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional lines if needed.

** Rates based on six (6) hours of training per day**

Example: Professional Development/Training/Speaking Engagement Teacher Training

MATERIALS *	Price per Unit	Discount Percent
Workbook	\$15.00	5%
Teacher Kit	\$20.00	7%

LABOR	Daily Rate **
Initial Training	\$2,000.00
On Going Coaching	\$1,700.00

#1 Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Percent
	\$0.00	
LABOR	Daily Rate **	
	\$0.00	

Virtual Kami Training is included with license

Virtual Kami Training is included with license

#2 Professional Development/Training/Speaking Engagement

MATERIALS *	Price per Unit	Percent
LABOR	Daily Rate **	



2023-11 Addendum 9

ORIGO Education

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

ORIGO Education Information

Contact: Theresa Norris
Address: 4333 Green Ash Drive
Earth City, MO 63045
Phone: (888) 674-4601
Fax: (888) 674-4604
Email: t_norris@origomath.com
Web Address: www.origoeducation.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Theresa Norris

Signature

Submitted at 10/2/2023 01:31:55 PM (CT)

t_norris@origomath.com

Email

Supplier Note

ORIGO Education is a PreK-6th grade math company. We have core math resources for PreK and K-5 and many different supplemental math resources for PreK-6th grade.

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

South San Antonio_Pricing
Submission (1).xlsx

South San ISD Terms and Conditions

South San Antonio_SSAISD Terms
and Conditions_.pdf

Conflict of Interested Parties_1295

South San Antonio_Form 1295
Certificate 101109490[69]
signed.pdf

Edgar Certification Form

South San Anotnio_Edgar
Certification[87] signed.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

South San Antonio_Conflict of
Interest_SSAISD_2023[19]
signed.pdf

Reference #1

Reference Sheet_South San
Antonio_Vendor List (1).pdf

Reference #3

Reference Sheet_South San
Antonio_Vendor List_RRISD.pdf

Reference #2

Origo Reference Sheet - JV.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

South San Antonio Proposal.pdf

Misc Information (NOT REQUIRED)

Origo Pricing_TX_Formatted.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 **Anti-Trust Certification**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

No

10 **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

N/A

1
1 **Criminal Background Check Requirement**

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

Agree

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Earth City, Missouri

1 4	SWMBE Certification List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises) Must attach Certificates on the "Responses Attachment" tab <input type="text" value="N/A"/>
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1 5	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. <input checked="" type="checkbox"/> I Agree
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1 6	Debarment or Suspension Certification Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. (I) Certifies 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 of agency under the Federal OMB, A-102, common rule. Failure to certify will render bidder non-responsive and will not be considered for award. <input type="text" value="Agree"/>
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1 7	No Israel Boycott Certification Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1) Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code. <input checked="" type="checkbox"/> I Agree
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1 8	No Excluded Nation or Foreign Terrorist Organization Certification Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code. <input checked="" type="checkbox"/> Agree
----------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

19 Form 1295 - Certificate of Interested Parties

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www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

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A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

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For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
General Student Learning & Testing Materials**

Vendor Name: ORIGO Education

Discount Range From (Lowest)	Enter lowest percentage of discount offered <u> 0 </u> %
Discount Range From (Highest)	Enter Highest percentage of discount offered <u> 0 </u> %

Indicate Yes / No if category fits product sold	Description
No	Fine Arts Equipment, Supplies, and Materials (ex: paint, glaze, drawing paper, tools, models,
No	Advanced Placement, Gifted & Talented College & Career Readiness Materials (ex: Career Exploration and Planning Tools
No	Classroom Specialty Items (ex: flags, games, posters, display materials)
Yes	Math Supplies & Equipment (ex: furniture, carpets, manipulatives, games, puzzles)
No	Early Literacy, Early Childhood, and Early Learning Materials (ex: furniture, carpets, manipulatives, games, puzzles)
No	Library Services and Materials (ex: Book Supports, Pamphlet & Document Storage Devices, General Library Supplies)
No	Science Equipment and Supples (ex: Incubators, lamps, test tubes, lab supplies, Physical and Earth Science, Chemistry)
No	Special Education Instructional Materials and Supplies (ex: Assistive Devices, Learning Aids, Audio /Visual Aids)
No	Testing and Assesment Materials (ex: Test Forms, Scanning Sheets, and Booklets)
Yes	Textbooks (ex: Textbooks not found through the Texas Education Agency)
No	English Language Arts & Reading Materials (ex: teaching aids and classroom instructional items)
Yes	Math Instructional Materials (ex: teaching aids, manipulatives and classroom instructional items)
No	Social Student Instructional Materials (ex: teaching aids, and classroom instructional items)
No	Bilingual & ESL Instructional Materials (ex: teaching aids, and classroom instructional items)
Yes	Response to Intervention, 504 and Dyslexia Materials (ex: teaching aids, manipulatives, and classroom instructional items)
No	Counseling and Mentoring Materials (ex: teaching aids, booklets, and instructional materials)



2023-11 Addendum 9 Progress Learning LLC Progress Learning LLC Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of

Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Progress Learning LLC Information

Contact: Stephanie Lozano
Address: 400 Galleria Parkway
Suite 1000
Atlanta, GA 30339
Phone: (877) 377-9537
Fax: (877) 816-0808
Email: stephanie.lozano@usatestprep.com
Web Address: www.progresslearning.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Stephanie Lozano

Signature

Submitted at 9/22/2023 09:11:01 AM (CT)

stephanie.lozano@progresslearning.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission (2).xlsx

South San ISD Terms and Conditions

SSAISD Terms and Conditions_ (2) (1).pdf

Conflict of Interested Parties_1295

SSAISD 1295 (1).pdf

Edgar Certification Form

Edgar Certification (2) (1).pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

CIQ.pdf

Reference #1

Progress Learning Referral-South San Antonio ISD.pdf

Reference #3

Progress Learning Reference Sheet.pdf

Reference #2

Reference Sheet Request.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Vendor Summary & Reputation.pdf

Misc Information (NOT REQUIRED)

McREL 4th Grade Study.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

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South San ISD Administrative Offices
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7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

1
5 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

- 1) Has its principal place of business in the State of Texas;
- OR**
- 2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



2023-11 Addendum 9
Renaissance
Renaissance Learning, Inc.
Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of

Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Renaissance Information

Contact: Proposal Solutions
Address: 2911 Peach St.
PO Box 8036
Wisconsin Rapids, WI 54494
Phone: (800) 338-4204
Fax: (866) 558-4056
Toll Free: (800) 338-4204
Email: askproposals@renaissance.com
Web Address: <https://www.renaissance.com>

By submitting your response, you certify that you are authorized to represent and bind your company.

Janey Bricker
Signature

Submitted at 9/28/2023 10:40:12 AM (CT)

askproposals@renaissance.com
Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission.pdf

South San ISD Terms and Conditions

Final SSAISD Terms and Conditions_.pdf

Conflict of Interested Parties_1295

Complete Form 1295 Certificate 101109181.pdf

Edgar Certification Form

Complete Edgar Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Complete CIQ form.pdf

Reference #1

Renaissance Reference for SA1.pdf

Reference #3

Reference Sheet 3.pdf

Reference #2

Reference Sheet 2.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Completed Company Overview.pdf

Misc Information (NOT REQUIRED)

No response

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

1
5 **Anti-Collusion Statement**

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I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

1
9 **Form 1295 - Certificate of Interested Parties**

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

2
0 **Vendor Employment Certification**

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

2
1 **No Deviations or Exceptions**

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

2 **Deviations and Exceptions**

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.
The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

GENERAL CONDITION: Any products and associated support and services provided by Renaissance to the Customer shall be exclusively governed by the terms and conditions of Renaissance’s then-current Terms of Service and License Agreement(s) with any accompanying schedules and policies applicable to the offering (“Agreement”). Renaissance’s Agreement has been drafted specifically for use with Renaissance products and services, and as such, is better suited to operate as the Customer’s agreement with Renaissance, rather than relying exclusively on Customer’s RFP documents. Renaissance is willing to negotiate modifications and/or additions (either from the RFP or to address any other Customer concerns) to its Agreement and any schedules and policies, in discussion with Customer. Renaissance’s current Agreement is attached for your review. SPECIFIC CONDITIONS/EXCEPTIONS: Without in any way limiting the generality of the foregoing, Renaissance’s response to the RFP is subject to the following specific conditions and exceptions to RFP provisions, wherever located and/or if a singular term is located in multiple locations and Renaissance only references one location. Again, Renaissance is willing to discuss these conditions and exceptions, as well as any other proposed agreement terms with the Customer. 1. Page 1, Contract/Agreement General Terms and Conditions, Agreement, Integration, Term & Transition, Purchase Order Requirements, paragraph 4 : In the event of a license agreement or other contract document requested by the Supplier for execution, the District reserves the right to review and amend such document at the District’s discretion by mutual agreement. The terms of the RFP alone are not sufficient to reflect the full nature of Contractor’s products and services offering. Therefore, Contractor proposes good faith discussion of a final contract with the Terms of Service and License Agreement as a basis, of course along with the RFP documents, upon which the parties can engage in good faith negotiations. 2. Page 1, Contract/Agreement General Terms and Conditions, Agreement, Integration, Term & Transition, Purchase Order Requirements, paragraph 5: At the District’s option By mutual agreement, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, Terms and Conditions are to remain in force during the transitional period. Renewal, if applicable, of the contract resulting from this RFP/RFQ will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of South San Antonio Independent School District, or its designee, reserve the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. 3. Page 2, Contract/Agreement General Terms and Conditions, Agreement, Integration, Term & Transition, Purchase Order Requirements, paragraph 1 : SSAISD reserves the right to make changes to a Purchase Order (e.g., increase/decrease quantities, change delivery date, delivery address). Notwithstanding the foregoing, Purchase Order quantities may not be decreased once placed. Any changes to a Purchase Order shall be communicated to the awarded supplier by the issuance of a Purchase Order change. Only an SSAISD Purchasing staff member may make a change to the Purchase Order by issuing and sending an updated Purchase Order to the awarded supplier. 4. Page 2, Contract/Agreement General Terms and Conditions, Agreement, Integration, Term & Transition, Purchase Order Requirements, Section 2. Non-Assignment: The Supplier may not assign, sell, or otherwise All logos, designs, and brand names for Renaissance’s products and services are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States. transfer its interest in the Agreement award or any part ther

2 **Purchasing Cooperative**

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

BuyBoard: 653-21, 661-22 PEPPM: 2023 Pennsylvania PEPPM Product Line Bid TIPS/TAPS: 200903, 230105, 210301 ESC19: 19-7321, 20-7373

2 **Reference Instructions**

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11
General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

Pricing Proposals for
Presenters for Professional Development

Vendor Name: Renaissance Learning, Inc.

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development Services your company offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional lines if needed.

**** Rates based on six (6) hours of training per day****

Example: Professional Development/Training/Speaking Engagement Teacher Training

MATERIALS *	Price per Unit	Discount Percent
Community Project Manager	\$175,000.00	0%
District Consulting Services	\$150,000.00	0%
Level I Project Manager	\$100,000.00	0%
Level II Project Manager	\$50,000.00	0%
Level III Project Manager	\$25,000.00	0%
Pilot Project Manager – 30 days	\$7,500.00	0%

Pilot Project Manager – 60 days	\$15,000.00	0%
Pilot Project Manager – 90 days	\$20,000.00	0%
Onsite Services		
6-hour on-site day	\$3,000.00	0%
Remote Services		
Remote sessions bundle	\$1,500.00	0%
Remote session – 60 minutes	\$300.00	0%
Remote session – 90 minutes	\$450.00	0%
Renaissance-U	\$1,299.00	0%
Renaissance-U Level 1	\$1,800.00	0%
Renaissance-U Level 2	\$1,500.00	0%
Renaissance-U Level 3	\$1,200.00	0%
Renaissance-U Level 4	\$900.00	0%
Renaissance-U Level 5	\$600.00	0%
Champion's Academy		

Champions' Academy (modeled learning)	\$8,200.00	0%
Champions' Remote Academy	\$5,400.00	0%



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
General Student Learning & Testing Materials**

Vendor Name: Renaissance Learning, Inc.

Discount Range From (Lowest)	Enter lowest percentage of discount offered 0%
Discount Range From (Highest)	Enter Highest percentage of discount offered 0%

Indicate Yes / No if category fits product sold	Description
NO	Fine Arts Equipment, Supplies, and Materials (ex: paint, glaze, drawing paper, tools, models,
NO	Advanced Placement, Gifted & Talented College & Career Readiness Materials (ex: Career Exploration and Planning Tools
NO	Classroom Specialty Items (ex: flags, games, posters, display materials)
NO	Math Supplies & Equipment (ex: furniture, carpets, manipulatives, games, puzzles)
NO	Early Literacy, Early Childhood, and Early Learning Materials (ex: furniture, carpets, manipulatives, games, puzzles)
YES	Library Services and Materials (ex: Book Supports, Pamphlet & Document Storage Devices, General Library Supplies)
NO	Science Equipment and Supplies (ex: Incubators, lamps, test tubes, lab supplies, Physical and Earth Science, Chemistry)
NO	Special Education Instructional Materials and Supplies (ex: Assistive Devices, Learning Aids, Audio /Visual Aids)
NO	Testing and Assessment Materials (ex: Test Forms, Scanning Sheets, and Booklets)
NO	Textbooks (ex: Textbooks not found through the Texas Education Agency)
YES	English Language Arts & Reading Materials (ex: teaching aids and classroom instructional items)
YES	Math Instructional Materials (ex: teaching aids, manipulatives and classroom instructional items)
YES	Social Student Instructional Materials (ex: teaching aids, and classroom instructional items)
YES	Bilingual & ESL Instructional Materials (ex: teaching aids, and classroom instructional items)
YES	Response to Intervention, 504 and Dyslexia Materials (ex: teaching aids, manipulatives, and classroom instructional items)

NO	Counseling and Mentoring Materials (ex: teaching aids, booklets, and instructional materials)
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RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Student and Educational Software**

Vendor Name: Renaissance Learning, Inc.

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc Information" tab: Educational Computer Software, Assessment Materials, Instructional Materials, Library Supplies, Teacher Resources, Professional Development, Consulting, and Technical Services

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both: District Administrator, School Administrator, Teachers, Students.

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing:

Research proves that Renaissance solutions have the greatest effect on student achievement when they are implemented with quality and fidelity. In a typical implementation, a Renaissance Implementation Coordinator works with district personnel to assist with the setup of your Renaissance software and to define the strategies that will meet implementation goals. The Implementation Coordinator serves as a single point of contact throughout the implementation process and provides step-by-step guidance for product setup and implementation.

Our professional development services are designed to teach educators new strategies and skills, help them apply what they learn in their classrooms, and monitor outcomes to drive continuous improvement. Renaissance's expert consultants who provide professional services hold advanced degrees, years of educational experience, and expertise in facilitating adult learning. On-site seminars provide active professional learning sessions tailored to educators' specific learning goals. Through hands-on learning and modeling of best practices, participants deepen their understanding of Renaissance solutions, learn how to strengthen their implementations, and discover how to make the greatest impact on student achievement. Custom on-site seminars include an interactive six-hour session facilitated by a Renaissance professional learning facilitator for up to 30 participants per session. Virtual seminars provide an interactive, affordable option to deepen educators' knowledge of effective strategies for using Renaissance solutions that is delivered by a Renaissance professional learning facilitator to maximize student growth. A school staff member serves as an on-site facilitator to plan the seminar with the Renaissance facilitator, test the technology, and help lead the seminar. During the event, the on-site facilitator will ensure all participants are logged into the seminar and have working audio and video capabilities to fully participate. These 60- or 90-minute virtual seminars are personalized, fit easily into any schedule, and provide interactive training for up to 30 attendees. Renaissance-U is sustained, classroom-focused professional development. Participants access engaging online tutorials, videos, and activities whenever and wherever they wish, and they receive support from a Renaissance Consultant. This award-winning, research-based training solution provides constantly evolving content for educators. Assessment, Reading, Accelerated Teaching, and Classroom Data Connections courses help educators gain critical knowledge and implement best practices. Renaissance has built a reputation for providing superior customer support. A dedicated Renaissance Implementation Coordinator assists with the setup and installation of Renaissance solutions. Every subscriber receives access to unlimited e-mail, toll-free phone, and live chat support from 4:30 am to 5:00 pm Mountain Standard time Monday—Friday. Online resources included with every purchase provide educators and administrators with 24/7 answers and support. These include Smart Start on-demand, multi-media tutorials; Knowledge Base and Help articles searchable databases with step-by-step instructions to perform tasks and resolve common technical issues; and the Renaissance Resources portal with product updates, learning analytics, and on-demand expert webinars.

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to perform the operations. What limitations are in place regarding the storage of historical data?: The Renaissance Growth Platform (RGP) has two mechanisms for archiving and permanent deletion of data during continued subscription of product:

CDI can set students to an "inactive" state based on logical rules which essentially archives that student's data, which can be retrieved when needed.

CDI can also determine rules with the customer for "permanent deletion" of students based on logical criteria. permanent deletion removes all historical data from the customer's database.

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are district personnel required to be available to assist with the vendor during the updates?: Renaissance follows an Agile Scrum methodology to prioritize, plan, and prepare

software solutions. Our software architecture team leads the technical designs with engineering teams to ensure designs meet customer requirements, development standards and fits within overall platform technical strategy roadmap. Engineering teams work in time-boxed sprints to deliver new features and value. We require peer review of code before merging new code into release branch in our version control system. Security analysis, functional tests and performance tests are part of our regular build and release processes. Teams leverage a large array of tools in order to document, design, test and implement solutions. All code changes are developed and tested in non-production environments and are promoted to production only after testing and validation has occurred.

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support?: Renaissance offers additional services with minimal cost to ensure best practices for implementation and data analysis to inform instruction and report progress. Schools and districts with a current Renaissance subscription receive access to a wide array of tools and tutorials, as well as technical support. This includes unlimited e-mail, toll-free phone, and live chat support with our team of technical experts from 6:30 a.m. to 7:00 p.m. (Central Time), Monday through Friday. These product experts help with setup, functional usage, and troubleshooting of Renaissance programs. Additional offerings include: Complimentary, ongoing live and recorded How-to Webinars (<https://www.renaissance.com/webinars/?type=how-to>) offered at a variety of times for teachers to register at their convenience. These webinars are focused on understanding basics and best practices of using our assessments and practice products.?? Renaissance subscribers receive 24/7 access to a variety of online resources, including our Help articles database (<https://renhelpcenter.renaissance.com/hc/en-us>). This indexed online guide makes it easy to browse information by solution, while the search feature turns up information by a desired topic. Help content includes topic overviews, report information, step-by-step directions to perform specific tasks, troubleshooting tips, and glossaries, as well as links to related articles and resources, recorded webinars, and implementation guides. 24/7 access to the online Knowledge Base (<http://support.renlearn.com/techkb/>), which allows users to find detailed, step-by-step answers to common technical questions. Users can type in a keyword search of technical support information that can further be refined by solution, platform, category, and keyword. 24/7 access to the Renaissance Blog (<https://www.renaissance.com/about-us/blog/>), which addresses a range of pertinent topics, such as student growth, personalized learning, and intervention. Posts also feature shareable tips, resources, and insightful thoughts on K–12 education. 24/7 access to the Renaissance Resources Portal (<https://www.renaissance.com/resources/>), which links customers to essential information to boost their implementations. Content includes product login help, product updates, inspiring success stories, and informational videos. Educators also can use this portal to register for upcoming seminars or access on-demand webinars led by industry experts. 24/7 access to the Renaissance Research Library (<https://research.renaissance.com/default#>), which hosts detailed information about the hundreds of studies that support the effectiveness of Renaissance’s personalized practice, screening, and progress monitoring tools.

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district? In addition to the ability of the district to manually run reports, what options does the district have for extracting data from the solutions for reporting or other District

purposes?: Renaissance reports produced by Star give educators a detailed understanding of student performance. Educators can create reports to view how their students are progressing, utilizing wide-ranging reporting that will aid in instructional planning, monitoring progress, and projecting student performance on state summative tests. Teachers can also maintain correspondence with parents with printable reports to streamline communication from the classroom to the home. With Renaissance's varied reports, teachers can access the data they need, when they need it, to propel classroom success and drive student growth.

Customers may manually extract data from Renaissance hosted solutions on a school-by-school basis. Additional options—including district-level data extracts—are available to customers who subscribe to the Renaissance Custom Data Integration (CDI) service; those extracts can be exported nightly to a secure FTP site so customers can automate their data downloading procedures.

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers?: CDI is Renaissance's Custom Data Integration service. CDI provides a secure and easy way to automate the rostering of Renaissance, using data from a district's Student Information System (SIS). This data will automatically populate Renaissance, saving districts time and eliminating the need for the customer to duplicate efforts by managing the same information in two separate locations.

The CDI service includes:

- Automated rostering of Renaissance (population of students, teachers, courses, and marking periods)
- Automated product assignment to specified courses
- Single Sign-On (SSO)
- Automated Extracts (files) containing Renaissance assessment data

Data in transport is encrypted with FIPS 140-2-validated and National Security Agency (NSA)-approved cryptographic modules.

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software product support the development of TEKS/standards.subject content?: Renaissance Star assessments are aligned to the TEKS and can confidently be administered for any of the purposes listed: • Universal screening. The Renaissance Star assessments help teachers determine whether students are working on grade level, as well as how they are performing in relation to school or district benchmarks and cut scores. • Progress monitoring. The Renaissance Star assessments tests can be administered as often as weekly to track a student's progress through an intervention. • Differentiating instruction. Educators can gauge what students are ready to learn and what skills are appropriate for students or learning groups to work on.

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria): Renaissance CDI is compatible with TXEIS

CDI is currently not compatible with Eduphoria; however, we can commit to developing a data sharing protocol with customer assistance/facilitation (or with Eduphoria's commitment to participate)

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe. : Yes. To determine if Renaissance Star Assessments can predict student achievement on the end-of-year STAAR test in English and mathematics, we began by linking the score scales for each assessment. Data collection using a secure data-matching procedure compliant with the federal Family Educational Rights and Privacy Act (FERPA) and Texas Department of Education policies, staff from eight Texas districts provided Renaissance with state summative test scores for students who had taken Star Reading or Star Math during the school year. Before linking Star Assessments with STAAR, we ensured there was a strong relationship between the test scales. The linking analysis revealed that Star Reading and Star Math Assessments are accurate predictors of STAAR performance.

Pricing:

Based on your answers provided above, please provide the proposed pricing associated with the software that you have to offer for the district. Please see attached SSAISD_PriceList

Renaissance 2023 catalog and price list

Renaissance has included a list of our 2023 customer pricing options. These prices will be in effect through December 31, 2023. Prices are subject to change thereafter. Current customer renewals are subject to annual student subscription and platform fees. Volume discounts may apply to your order. Please contact your Account Manager for a detailed quotation.

Renaissance student learning solutions

*Table 1. Assessments pinpoint students' needs, growth, and performance against milestones. Please note that items marked with an * indicate that Renaissance web platform service fees may also apply. Please refer to table 7 for details.*

Item	Cost	Comments
Star 360		
Star 360 subscription*	\$14.89	Per student annual subscription price for Star Reading with Star CBM Reading, Star Math with Star CBM Math, Star Early Literacy, Star Custom, Spanish, and Star CBM Lectura. A minimum of 100 subscriptions per site is required.
Star Elementary Suite		
Star Elementary Suite subscription	\$12.50	Per student annual subscription price for Star Early Literacy and Star Reading with Star CBM Reading, Star Math with Star CBM Math, Star Spanish, and Star CBM Lectura. A minimum of 100 subscriptions per site is required.
Star Early Literacy		
Star Early Literacy subscription*	\$5.20	Per student annual subscription price. A minimum of 100 subscriptions per site is required.
Star Reading		
Star Reading subscription*	\$5.20	Per student annual subscription price. A minimum of 100 subscriptions per site is required.
Star Math		
Star Math subscription*	\$5.20	Per student annual subscription price. A minimum of 100 subscriptions per site is required.
Star Custom		
Star Custom subscription*	\$8.36	Per student annual subscription price. A minimum of 100 subscriptions per site is required.
Star CBM		

Item	Cost	Comments
Star CBM Reading and Math suite subscription*	\$6.27	Per student price for suite of Star CBM Math, Star CBM Reading, and Star CBM Lectura. A minimum of 100 subscriptions per site is required.
Star CBM Reading*	\$4.18	Per student price for Star Reading CBM and Star CBM Lectura. A minimum of 100 subscriptions per site is required.
Star CBM Math*	\$4.18	Per student price for Star Math CBM. A minimum of 100 subscriptions per site is required.
myIGDIs assessments		
myIGDIs Rostering Service	\$1,000.00	Fee for orders between 200-5,000 students.
myIGDIs Assessments subscription	\$5.10	Per student annual subscription price. A minimum purchase of 30 subscriptions per site is required.
myIGDIs Print Kit – Early Literacy 1.0	\$250.00	Includes print materials to support a single classroom.
myIGDIs Print Kit – Early Literacy – English 2.0	\$250.00	Includes print materials to support a single classroom.
myIGDIs Print Kit – Early Numeracy	\$250.00	Includes print materials to support a single classroom.
myIGDIs Print Kit – ProLADR	\$250.00	Includes print materials to support 30 students.
myIGDIs Print Kit – Early Literacy /P3	\$250.00	Includes print materials to support a single classroom.
myIGDIs Print Kit – Early Literacy – Spanish	\$250.00	Includes print materials to support a single classroom.
myIGDIs record forms – Early Literacy+ (English) 2.0	\$30.00	Student observation record forms for a single classroom.
myIGDIs record forms – Early Numeracy	\$30.00	Student observation record forms for a single classroom.
myIGDIs record forms – Early Literacy+ (Spanish) 2.0	\$30.00	Student observation record forms for a single classroom.
Star Phonics assessments		
Star Phonics student subscription	\$2.95	Per student annual subscription price. A minimum of 100 subscriptions per site is required.
Star Phonics Customized Scope and Sequence	\$1,000.00	Per unique sequence, per district. Note that Star Phonics comes with a universal scope and sequence. Customers can purchase this service to align the scope and sequence to specific curriculum.

Table 2. Track students' comprehension, words read, and time spent reading. Items marked with an * indicate Renaissance web platform service fees may also apply. Please refer to table 7 for details.

Item	Cost	Comments
Accelerated Reader		
Accelerated Reader subscription*	\$7.70	Per student annual subscription price. A minimum of 100 subscriptions per site is required.
Bookguide		
Bookguide new subscription	\$208.00	Per school annual subscription.
Bookguide renewal subscription	\$93.25	Per school annual subscription renewal.
myON		
myON subscription	\$15.75	Per student annual subscription price. A minimum of 100 subscriptions per site is required.
myON annual license, Tier 1 (renewals only)	\$3,640.00	An annual, per school, license for grades pre-K–12 (1–149 students per school). This is available for renewals only.
myON annual license, Tier 2 (renewals only)	\$7,445.00	An annual, per school, license for grades pre-K–12 (150+ students per school). This is available for renewals only.
myON News		
myON News subscription	\$4.20	Per student annual subscription price. A minimum of 100 subscriptions per site is required.
myON News annual license, tier 1	\$1,555.00	Five news articles per day, five days per week, 52 weeks per year. (1-149 students per school).
myON News annual license, tier 2	\$1,875.00	Five news articles per day, five days per week, 52 weeks per year. (150–349 students per school).
myON News annual license, tier 3	\$2,090.00	Five news articles per day, five days per week, 52 weeks per year. (350–499 students per school).
myON News annual license, tier 4	\$2,625.00	Five news articles per day, five days per week, 52 weeks per year. (500–749 students per school).
myON News annual license, tier 5	\$2,945.00	Five news articles per day, five days per week, 52 weeks per year. (750 or more students per school).

Table 3. Offer more reading choices. Partner publisher collections allow schools to expand their myON libraries.

myON add-on publishers (1-year license)
Available at an added cost, expand the myON core library with targeted add-on collections from our partner publishers. Titles range from pre-K through grade 12, in a mix of fiction and nonfiction and support literacy and teaching goals across the curriculum. Together, these add-on collections offer more than 7,000 additional titles to enhance myON subscriptions and help meet specific learning goals for students. Please access our current collection at https://www.renaissance.com/myon-digital-library/ .

Table 4. Help students achieve skills mastery with personalized instruction and practice. Items marked with [†] indicate the add-on price available when purchased with Freckle Math.

Item	Cost	Comments
Freckle		
Freckle Math	\$15.75	Per student annual subscription price. A minimum of 100 subscriptions per site is required if purchased as a stand-alone subject.
Freckle ELA subscription	\$15.75	Per student annual subscription price. A minimum of 100 subscriptions per site is required if purchased as a stand-alone subject.
Freckle Science subscription	\$5.25	Per student annual subscription price. A minimum of 100 subscriptions per site is required if purchased as a stand-alone subject.
Freckle Social Studies subscription	\$5.25	Per student annual subscription price. Not available for stand-alone purchase. Must be purchased with Freckle ELA.
Freckle ELA add-on[†]		
Freckle ELA add-on subject subscription [†]	\$9.45	Per student annual subscription price. A minimum of 100 subscriptions per site is required as an add-on subject.
Freckle Services		
Freckle Data Map Upload	\$262.50	Cost is per-site, per-upload. Multiple subjects can be included in a single upload.
Freckle FastBridge Upload	\$0	Cost is per-site, per-upload. Customers must be rostered prior to a Data Upload request.

Table 5. Help students build foundational literacy skills. Lalilo provides adaptive early literacy practice for phonics, sight words, word families, comprehension, and grammar.

Item	Cost	Comments
Lalilo		
Lalilo 100–249 students	\$20.00	Per student annual subscription price. A minimum of 100 subscriptions per site is required.
Lalilo 250–499 students	\$15.00	Per student annual subscription price. A minimum of 100 subscriptions per site is required.
Lalilo 500–999 students	\$12.00	Per student annual subscription price. A minimum of 100 subscriptions per site is required.
Lalilo 1,000+ students	\$10.00	Per student annual subscription price. A minimum of 100 subscriptions per site is required.

Table 6. Bring school data into focus. Schoolzilla provides actionable insights for district and school leaders to drive continuous learning and equitable improvement in all learning environments.

Item	Cost	Comments
Schoolzilla		
Schoolzilla Standard (renewals only)	\$4.00	Per-student, annual pricing based on the total student enrollment of the entire district. Includes REN, state assessment, and SIS connectors. 1,000 student minimum purchase. Annual Schoolzilla Service purchase required with subscription. This is available for renewals only.
Schoolzilla Professional (renewals only)	\$7.00	Per-student, annual pricing based on the total student enrollment of the entire district. Includes all supported connectors. 1,000 student minimum purchase. Annual Schoolzilla Service purchase required with subscription.
Schoolzilla Enterprise (renewals only)	\$10.00	Per-student, annual pricing based on the total student enrollment of the entire district. Includes all supported connectors and a data warehouse. 1,000 student minimum purchase. Annual Schoolzilla Service purchase required with subscription. This is available for renewals only.
Schoolzilla Services		
Schoolzilla initial services for small districts (up to 4,999 students)	\$6,750.00	Set-Up: 3 one-hour set up meetings over 4–8 weeks. Impact management: 1 strategic kickoff meeting and 5 additional meetings to support district data champions with strong implementation and adoption. Professional development: 1 virtual learning session – Intro to Schoolzilla for district leaders.
Schoolzilla initial services for small districts (up to 4,999 students)—renewal	\$1,950.00	Impact management: bi-monthly customer support meetings. Professional development: 1 virtual learning session.
Schoolzilla initial services for medium districts (5,000–19,999 students)	\$13,050.00	Set-Up: 4 one-hour set up meetings over 4–8 weeks. Impact management: 2 strategic kickoff meetings and 10 additional meetings to support district data champions with strong implementation and adoption. Professional development: 1 virtual learning session – Intro to Schoolzilla for district leaders; 1 6-hour onsite – Intro to Schoolzilla for school leaders.
Schoolzilla initial services for medium districts (5,000–19,999 students)—renewal	\$4,350.00	Impact management: monthly customer support meetings. Professional development: 3 virtual learning sessions.

Item	Cost	Comments
Schoolzilla initial services for large districts (20,000–49,999 students)	\$23,850.00	Set-up: 1 6-hour onsite visit; 3 one-hour set up meetings over 4–8 weeks. Impact management: 2 6-hour onsite visits; twice-monthly meetings to support district data champions with strong implementation and adoption. Professional development: 2 virtual learning sessions – Intro to Schoolzilla for district leaders; 2 6-hour onsites – Intro to Schoolzilla for school leaders. Equity data: 1 virtual equity briefing (consult and delivery).
Schoolzilla initial services for large districts (20,000–49,999 students)—renewal	\$14,775.00	Impact management: 1 6-hour onsite visit; monthly customer support meetings. Professional development: 3 virtual learning sessions. Equity data: 1 virtual equity briefing (consult and delivery).
Schoolzilla Custom Services (50,000+ students)	Call for quote	Contact Renaissance for service bundle options.

Table 7. Technical services support implementations. From automated rostering to custom reporting to personalized support, Renaissance makes it easier to manage subscriptions and data.

Technical service	Year 1 cost	Renewal cost	Comments
Renaissance web platform service (required)	\$750.00		Annual per-school platform fee (regardless of number of Renaissance hosted applications the school uses).
Custom data integration Level 1	\$15,000.00	\$5,000.00	50,000+ subscriptions.
Custom data integration Level 2	\$12,500.00	\$4,375.00	25,001–50,000 subscriptions.
Custom data integration Level 3	\$10,000.00	\$3,750.00	15,001–25,000 subscriptions.
Custom data integration Level 4	\$7,500.00	\$3,125.00	1,501–15,000 subscriptions.
Custom data integration Level 5	\$5,000.00	\$2,500.00	Up to 1,500 subscriptions.
Custom Reports	\$5,000.00	\$1,000.00	Prices per product, per report for customer specific data extracts or reports.
Support Services—Silver Level	\$25,000.00		Annual, Tier 1 and Tier 2 personalized support catered to customer needs.
Support Services—Platinum Level	\$50,000.00		Annual, Tier 1 and Tier 2 personalized support catered to customer needs. Dedicated assignment of senior support representative, for one key point of contact.
Standard Raw Data Extraction	\$699.00	\$325.00	For automatic raw data SFTP pulls with no customization. Prices are per product, per report.

Renaissance professional services

Table 8. Equip educators with the skills they need to ignite academic growth. Renaissance offers in-person, remote, and blended professional learning opportunities.

Project development services	Cost	Description of services
Project Management		
Community Project Manager	\$175,000.00	Includes 12 on-site client visits, community outreach meetings, parent connections, and weekend and special events, as needed.
District Consulting Services	\$150,000.00	Includes 26 on-site client visits.
Level I Project Manager	\$100,000.00	Includes four on-site client visits (960 hours per year).
Level II Project Manager	\$50,000.00	Includes two on-site client visits (480 hours per year).
Level III Project Manager	\$25,000.00	Includes two on-site client visits (240 hours per year).
Pilot Project Manager – 30 days	\$7,500.00	Includes one to two on-site client visits (20 hours per week).
Pilot Project Manager – 60 days	\$15,000.00	Includes one to two on-site client visits (20 hours per week).
Pilot Project Manager – 90 days	\$20,000.00	Includes one to two on-site client visits (20 hours per week).
Onsite Services		
6-hour on-site day	\$3,000.00	Available for each of the Renaissance products and solutions. Topics may include navigation, classroom integration strategies, and advanced features and their usage to assist educators in using Renaissance solutions with fidelity. Includes a scheduled 30-minute planning call with key contact(s) to identify needs and desired learning outcomes. The six-hour day may be a single, full-day session for up to 30 participants or divided into sections to serve small groups.
Remote Services		
Remote sessions bundle Six 60-minute sessions	\$1,500.00	Available for up to 30 participants per remote session.
Remote session – 60 minutes	\$300.00	One 60-minute remote session that is available at the district or school level.
Remote session – 90 minutes	\$450.00	One 90-minute remote session that is available at the district or school level.
Renaissance-U	\$1,299.00	Per site purchase for less than 12-months. Remote sessions not included, can be purchased separately.
Renaissance-U Level 1	\$1,800.00	Annual per-site purchase. Includes four remote sessions (60 minutes each) for more than 80 schools.
Renaissance-U Level 2	\$1,500.00	Annual per-site purchase. Includes two remote sessions (60 minutes each) for 40–80 schools.

Project development services	Cost	Description of services
Renaissance-U Level 3	\$1,200.00	Annual per-site purchase. Includes two remote sessions (60 minutes each) for 25–39 schools.
Renaissance-U Level 4	\$900.00	Annual per-site purchase. Includes one remote session (60 minutes) for 3–24 schools.
Renaissance-U Level 5	\$600.00	Annual per-site purchase. Includes one remote session (60 minutes) for fewer than three schools.
Champion's Academy		
Champions' Academy (modeled learning)	\$8,200.00	Includes three on-site days for up to 30 participants and access to Renaissance-U.
Champions' Remote Academy	\$5,400.00	Includes 18 remote hours for up to 30 participants and access to Renaissance-U.

Table 9. New-to-Renaissance products support educators. Contact your Renaissance Account Manager for additional information and pricing.

Item	Description
Lead4ward Reports	Third Party Partner providing all or partial school reporting.
DnA, Software License	Inform instruction and accelerate standards mastery with a standards-based assessment creation and administration solution providing instant scoring, formative feedback, and interactive reporting. Offers either or both online or paper test delivery, scoring, and reporting. Integrated with the Inspect Item Bank for robust assessment creation.
SchoolCity, Software License	Discover a customized assessment solution, designed to help large districts achieve their unique vision for assessment creation, administration, and reporting. Integrated with the Inspect Item Bank for robust assessment creation.
eduCLIMBER, Software License	Bolster your multi-tiered system of support (MTSS) and school improvement practices with an interactive, district-level-to-whole-child data management solution. Includes comprehensive progress monitoring and intervention tracking.
eSD, Core System Licensing	Simplify district management with a proven and reliable student information system.
FastBridge Subscription	Accelerate learning with K–12 screening and progress monitoring assessments for academics and social-emotional behavior with intervention recommendations.
FastBridge Subscription - BHV	An efficient, research-proven way to address social-emotional behavioral (SEB) concerns and support social-emotional learning (SEL).

Table 10. Tailor assessment platforms to meet your needs. Contact your Account Manager for additional information and pricing.

Item	Description
Horizon College Readiness Package	Third Party Partner providing a benchmarking solution that enables all high school students to experience college readiness assessments (ACT or SAT), and educators measure and analyze growth over time.
Inspect Item Banks	Item Banks, TEIs, Passages, and professionally created with reliability and rigor.
Kelvin Education Software	Subscription to Kelvin Education's software platform with deep dive and pulse surveys, analytics, and action planning (additional data privacy agreement required between School District and Kelvin Education for access & support).
Licensed Text Item Bank	Third Party Partner bank of permissioned texts and associated 3K items.
Mastery Item Bank	Third Party Partner providing 4 Subjects, ELA/Math, Science/Social Studies, or Spanish.
Texas Test Maker	TEKS aligned item bank for ELA, Math, Science, and Social Studies in grades 1- 11.
Texas Pre-Built Assessments	Texas ELA/Math Interim Assessments and HSS/Science Unit Tests.
TX Formative Bank	Supplemental TEKS aligned item bank for ELA and Math.
Quick Checks	Pre-built assessments that quickly, flexibly, and accurately inform instruction.



2023-11 Addendum 9

Savvas Learning Company LLC

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Savvas Learning Company LLC Information

Contact: Proposal Coordinator
Address: 15 East Midland Avenue, Suite 502
Paramus, NJ 07652
Phone: (201) 928-7770
Email: Proposals@savvas.com
Web Address: www.savvas.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Pamela McNair
Signature

Proposals@savvas.com
Email

Submitted at 9/28/2023 08:42:22 AM (CT)

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission.xlsx

South San ISD Terms and Conditions

SSAISD Terms and
Conditions_.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate 2023-11.pdf

Edgar Certification Form

Edgar Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of
Interest_SSAISD_2023.pdf

Reference #1

Reference Sheet.pdf

Reference #3

Reference Sheet(1).pdf

Reference #2

Reference Sheet(2).pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

South San Antonio Independent
School District, TX.pdf

Misc Information (NOT REQUIRED)

No response

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

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If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1 Bidder's Certification

2

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1 Non-resident Bidder's Certification

3

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Paramus, New Jersey

1 SWMBE Certification

4

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

Not Applicable

1 Anti-Collusion Statement

5

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
 - (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)
- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



2023-11 Addendum 9

SchoolsPLP

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

SchoolsPLP Information

Contact: Josh Leitz
Address: 24 W Camelback Road, Suite A-422
Phoenix, AZ 85013
Phone: (800) 484-3061
Fax: (602) 277-9266
Toll Free: (800) 484-3061
Email: josh@schoolsplp.com
Web Address: https://schoolsplp.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Josh Leitz

Signature

Submitted at 9/27/2023 01:38:29 PM (CT)

josh@schoolsplp.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission -
SchoolsPLP.xlsx

South San ISD Terms and Conditions

SSAISD Terms and
Conditions_SchoolsPLP.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate 101110217
- SchoolsPLP.pdf

Edgar Certification Form

Edgar Certification -
SchoolsPLP.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Conflict of Interest_SSAISD_2023
- SchoolsPLP.pdf

Reference #1

Reference Sheet 1 - Arp ISD,
TX.pdf

Reference #3

Reference Sheet 2 - United ISD,
TX.pdf

Reference #2

Reference Sheet 3 - Leona
Group, AZ.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

All About SchoolsPLP -
SSAISD.pdf

Misc Information (NOT REQUIRED)

No response

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PROPOSAL REQUIREMENTS

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9 Felony Conviction Notice

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(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1 Non-resident Bidder's Certification

3 Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Phoenix, AZ

1 SWMBE Certification

4 List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

None.

1 Anti-Collusion Statement

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I Agree

**1
6** **Debarment or Suspension Certification**

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(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
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Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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Agree

19 Form 1295 - Certificate of Interested Parties

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www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

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Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

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For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11
General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs
Pricing Proposals for
Presenters for Professional Development

Vendor Name: SchoolsPLP

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development Services your company offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional information if needed.

** Rates based on six (6) hours of training per day**

Example: Professional Development/Training/Speaking Engagement **Teacher Training**

MATERIALS *	Price per Unit	Discount Percent
Workbook	\$15.00	5%
Teacher Kit	\$20.00	7%

LABOR	Daily Rate **
Initial Training	\$2,000.00
On Going Coaching	\$1,700.00

#1

SchoolsPLP Professional Development and Training

MATERIALS *	Price per Unit	Discount Percent
LABOR	Daily Rate **	
Onsite Training	\$2,500.00	
Setup and Annual Support	\$1,200.00	

LABOR	Daily Rate (per 2 hours)
Webinar Training (2hrs)	\$300.00



2023-11 Addendum 9

Sirius Education Solutions LLC

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Sirius Education Solutions LLC Information

Contact: Annette Baker
Address: 1108 Lavaca St
Ste 110-197
Austin, TX 78701
Phone: (800) 942-1379
Fax: (844) 329-0913
Toll Free: (800) 942-1379
Email: procurement@SiriusEducationSolutions.com
Web Address: <https://siriuseducationsolutions.com/>

By submitting your response, you certify that you are authorized to represent and bind your company.

Annette Baker

Signature

Submitted at 9/27/2023 09:24:47 AM (CT)

procurement@siriuseducationsolutions.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission Add
4_COMPLETE.xlsx

South San ISD Terms and Conditions

SSAISD Terms and
Conditions__AP.pdf

Conflict of Interested Parties_1295

Form 1295 Certificate
101103489_AP.pdf

Edgar Certification Form

Sirius Signed Edgar
Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

Sirius Signed CIQ Sept 2023
(1).pdf

Reference #1

Reference Sheet_Houston ISD.pdf

Reference #3

Reference #3 Sheet_Mindrise
Learning.Donna Drake.pdf

Reference #2

Sirius Reference #2 Sheet -
Colorbands.Gloria Rivera.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Proposal, pricing, sample of SaaS
contract for Sirius_South San
Antonio ISD_2023-11.pdf

Misc Information (NOT REQUIRED)

Sirius COOP contracts and Tech
Training and PL Catalog.zip

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

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Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

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Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

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Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 **Anti-Trust Certification**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

No

10 **Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

N/A

1
1 **Criminal Background Check Requirement**

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

Agree

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Resident Proposer

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

N/A

1 4	SWMBE Certification List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises) Must attach Certificates on the "Responses Attachment" tab <input type="text" value="N/A"/>
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1 5	Anti-Collusion Statement I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. <input checked="" type="checkbox"/> I Agree
----------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 6	Debarment or Suspension Certification Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. (I) Certifies 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 of agency under the Federal OMB, A-102, common rule. Failure to certify will render bidder non-responsive and will not be considered for award. <input type="text" value="Agree"/>
----------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 7	No Israel Boycott Certification Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1) Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code. <input checked="" type="checkbox"/> I Agree
----------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1 8	No Excluded Nation or Foreign Terrorist Organization Certification Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code. <input checked="" type="checkbox"/> Agree
----------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



2023-11 Addendum 9
Summit K12 Holdings, Inc.
Summit K12 Holdings, Inc.
Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
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Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Summit K12 Holdings, Inc. Information

Contact: John Kresky
Address: PO Box 26841
Austin, TX 78755
Phone: (844) 331-4737
Fax: (866) 490-8158
Toll Free: (844) 331-4737
Email: rfp@summitk12.com
Web Address: www.summitk12.com

By submitting your response, you certify that you are authorized to represent and bind your company.

John Kresky

Signature

Submitted at 9/27/2023 03:47:08 PM (CT)

rfp@summitk12.com

Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Summit K12 Pricing
Submission.xlsx

South San ISD Terms and Conditions

Summit K12 Terms and
Conditions.pdf

Conflict of Interested Parties_1295

Summit K12 Certificate of
Interested Parties.pdf

Edgar Certification Form

Summit K12 Edgar
Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

WBE_Certificate_Chiffchaff_22-
23.pdf

CIQ Form

Summit K12 Form CIQ.pdf

Reference #1

Summit K12 Reference Boerne
ISD.pdf

Reference #3

Summit K12 Reference Clint
ISD.pdf

Reference #2

Summit K12 Reference Sheldon
ISD.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Summit K12 Licenses and
Certifications for Consulting
Services.pdf

Misc Information (NOT REQUIRED)

SummitK12 Product Price List.pdf

Bid Attributes

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Agree

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Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Resident Proposer

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

N/A

1 4	SWMBE Certification List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises) Must attach Certificates on the "Responses Attachment" tab <table border="1"><tr><td>WBENC-National Women's Business Enterprise Certification - Chiffchaff Productions, LLC (sub-contractor of Summit K12)</td></tr></table>	WBENC-National Women's Business Enterprise Certification - Chiffchaff Productions, LLC (sub-contractor of Summit K12)
WBENC-National Women's Business Enterprise Certification - Chiffchaff Productions, LLC (sub-contractor of Summit K12)		

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Agree		

1 7	No Israel Boycott Certification Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1) Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code. <input checked="" type="checkbox"/> I Agree
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19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

Pricing Proposals for Student and Educational Software

Vendor Name: Summit K12 Holdings, Inc.

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc Information" tab SummitK12 provides TELPAS readiness curriculum that is web based and supports teachers and students. SummitK12 also offers supplemental reading language arts and science curriculum.

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both
SummitK12 supports teachers and students

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing?
SummitK12 can have a partner district up and running within 48 hours of receiving rosters. For more complex implementations we like to have additional leadership meetings with administration as well as detailed training for teachers. However, an asynchronous module is available within SummitK12.

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to perform the operations. What limitations are in place regarding the storage of historical data? SummitK12 data is purged yearly over the summer months. There is no requirement for the partner district to do anything.

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are district personnel required to be available to assist with the vendor during the updates? District personnel are not required to assist. SummitK12 is constantly striving to update and release additional features and requests from partners.

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support?
offers Technical Support by phone Monday-Friday from 8 am-5 pm.

Summit K12

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district? In addition to the ability of the district to manually run reports, what options does the district have for extracting data from the solutions for reporting or other District purposes? There are many reporting options within SummitK12, and they are organized at the teacher/class level, school level and district level to ensure the data set you need to see is available. All reports are online but can also be downloaded to Excel. We also partner with Ellevation to send SummitK12 data to be included in additional reporting.

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers? SFTP or ClassLink

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software product support the development of TEKS/standards.subject content? Summit K12's Science and RLA programs are aligned directly to the TEKS. These programs are supplemental programs to support Texas teachers and students.

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria) We offer direct rostering via SFTP which allows us to work with all SIS systems, we provide SSO options via Clever as well as rostering and SSO via ClassLink. SummitK12 is web based and can be easily linked out from within Google Classroom or any LMS.

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe. Yes, SummitK12 support state accountability in Domains 1 and 3.

Pricing:

Based on your answers provided above, please provide the proposed pricing associated with the software that you have to offer for the district. I have attached Summit K 12's pricing list.



2023-11 Addendum 9

Tang Math LLC

Supplier Response

Event Information

Number: 2023-11 Addendum 9

Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs

Type: Request for Proposal

Issue Date: 9/8/2023

Deadline: 10/2/2023 02:30 PM (CT)

Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."

This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.

The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Tang Math LLC Information

Contact: Gregory Tang
Address: PO Box 777850
Henderson, NV 89077
Phone: (702) 800-4795
Email: contact@tangmath.com
Web Address: www.tangmath.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Gregory Tang
Signature

contact@tangmath.com
Email

Submitted at 9/18/2023 02:02:40 PM (CT)

Requested Attachments

Pricing Proposal

Pricing Submission.xlsx

Must upload and completed Pricing template found in the attachments tab.

South San ISD Terms and Conditions

SSAISD Terms and Conditions.pdf

Conflict of Interested Parties_1295

1295.pdf

Edgar Certification Form

Edgar Certification.pdf

SWMBE Certifications

No response

Upload Certificates here, if applicable.

CIQ Form

Conflict of Interest_SSAISD_2023.pdf

Reference #1

Reference Sheet.pdf -1.pdf

Reference #3

Reference Sheet.pdf- 3.pdf

Reference #2

Reference Sheet.pdf -2.pdf

Company Overview

TM.pdf

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

Misc Information (NOT REQUIRED)

No response

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

1
5 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

**1
7** **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Student and Educational Software**

Vendor Name: **Tang Math**

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc Information" tab

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing?

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to perform the operations. What limitations are in place regarding the storage of historical data?

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are district personnel required to be available to assist with the vendor during the updates?

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support?

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district? In addition to the ability of the district to manually run reports, what options does the district have for extracting data from the solutions for reporting or other District purposes?

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers?

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your softwareproduct support the development of TEKS/standards.subject content?

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria)

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe.



2023-11 Addendum 9

Whole Phonics

Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if

mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

Whole Phonics Information

Contact: Whole Phonics
Address: 510 East 85th Street
9E
New York, NY 10028
Phone: (917) 699-5110
Email: read@whole-phonics.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Molly Zeif
Signature

read@whole-phonics.com
Email

Submitted at 9/28/2023 09:28:04 AM (CT)

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission_Updated.xlsx

South San ISD Terms and Conditions

SSAISD Terms and
Conditions_.pdf

Conflict of Interested Parties_1295

Conflict of
Interest_SSAISD_2023.pdf

Edgar Certification Form

Edgar Certification.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

NYS MWBE Certificate Whole
Phonics.pdf

CIQ Form

Form 1295 Certificate .pdf

Reference #1

Reference Sheet - Lisa.pdf

Reference #3

Reference Sheet - Anne P.pdf

Reference #2

Reference Sheet - Jasselle.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

BidProposal .pdf

Misc Information (NOT REQUIRED)

Book Sample.pdf

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

Agree

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

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5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

1
2 **Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

(2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed." Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER: A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

(1) the state in which the nonresident's principal place of business is located; or

(2) a state in which the nonresident is a resident manufacturer." ~~~ Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

Non-Resident Proposer

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

NYC, NY

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

MWBE

1
5 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

1
6 **Debarment or Suspension Certification**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

1
7 **No Israel Boycott Certification**

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

1
8 **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S.

Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter South San Antonio_ ISD

Box 3: Please use South San Antonio__ ISD's solicitation (bid) number **RFP# South San Antonio** as the identification number being requested and the contract name as description of goods or services.

A **new** form must be completed upon each renewal.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

20 Vendor Employment Certification

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner;

1) Has its principal place of business in the State of Texas;

OR

2) employs at least 500 persons in Texas.

If you are not a Texas based business, do you have more than 500 employees in Texas?

21 No Deviations or Exceptions

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

22 Deviations and Exceptions

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here with complete and detailed conditions included. The District will consider any deviations or exceptions in its bid award decisions.

The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

References must independently fill out Reference Sheets provided in the attachments tab.

Proposers will upload documents with proposal.



RFP 2023-11

General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs

**Pricing Proposals for
Student and Educational Software**

Vendor Name: Whole Phonics

Instructions: Answer the following questions as they are applicable to your agency.

Full Software or Application Description:

Please provide a full service description of the software or application offered by your company. Attachments may be uploaded by clicking the "Misc Information" tab

Target Audience:

Please list the target audience for use of the software. For example, District staff, students, or both

Implementation Requirements:

What are the steps required and typical timelines associated with the implementation of the solution? What tasks are district personnel responsible for completing?

Archiving & Purging Historical Data:

What is the purpose of archiving and/or purging historical data within the solution and the system security resources (authorized level) required to perform the operations. What limitations are in place regarding the storage of historical data?

Upgrades, Patches, Custom Requests:

Describe in detail how version upgrades, services patches, and custom requests are delivered and performed, along with any provisions that may apply. Are district personnel required to be available to assist with the vendor during the updates?

Technical Support:

Describe in detail the technical support offered with the solution. What options are available to the District for obtaining technical support?

Reporting Options:

What reporting options are available in the product? Describe these reporting options, specific output formats, and delivery mechanisms available to the district? In addition to the ability of the district to manually run reports, what options does the district have for extracting data from the solutions for reporting or other District purposes?

Secure Transfer of Data:

How is the data securely transferred (manual or automated) between the systems and what is the available frequency of these transfers?

Texas Essential Knowledge & Skills (TEKS) Standards:

How does your software product support the development of TEKS/standards.subject content?

Data Management System Compatibility:

What programs are your products compatible with? (e.g Tx, Eduphoria)

State Accountability Projections:

Does your product assist with state accountability projections? If so, please describe.

Pricing:

Based on your answers provided above, please provide the proposed pricing associated with the software that you have to offer for the district.



2023-11 Addendum 9
William H. Sadlier, Inc
William H. Sadlier, Inc
Supplier Response

Event Information

Number: 2023-11 Addendum 9
Title: General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs
Type: Request for Proposal
Issue Date: 9/8/2023
Deadline: 10/2/2023 02:30 PM (CT)
Notes: The South San Antonio Independent School District (SSAISD) requests interested parties to submit proposals for "General Student Learning & Testing Materials, Software, Professional Development for Staff/Student Programs."
This award is contingent upon funding and no guarantee of a minimum amount of work is implied or expressed by this Request for Proposal. Services required shall be determined solely by the needs of the District on a "as needed" basis.. This contract is anticipated to be awarded to multiple qualified vendors.
The contract shall be valid for three (3) year from the date of Board of

Trustees approval with the option to renew for two (2) additional one (1) year periods based upon the original terms, conditions and pricing if mutually agreeable by both parties.

Should the District opt to exercise any renewal option years, the District reserves the right to re-negotiate pricing for potential cost savings during subsequent renewal periods.

Contact Information

Contact: Victoria Cantu Director of Procurement

Address: Procurement Office

1450 Gillette Blvd.

San Antonio, TX 78224

Phone: (210) 977-7025 x3018

Email: victoria.cantu@southsanisd.net

William H. Sadlier, Inc Information

Contact: Sharmilla Sinanan
Address: 25 Broadway
14th Floor
New York, NY 10004
Phone: (212) 227-2120
Toll Free: (800) 221-5175
Email: sadlierbids@sadlier.com
Web Address: www.sadlier.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Sharmilla Sinanan
Signature

Submitted at 9/28/2023 11:19:33 AM (CT)

sadlierbids@sadlier.com
Email

Requested Attachments

Pricing Proposal

Must upload and completed Pricing template found in the attachments tab.

Pricing Submission-South San Antonio.xlsx

South San ISD Terms and Conditions

S San Antonio Contract Agreement - WHS.pdf

Conflict of Interested Parties_1295

S San Antonio CIQ - WHS.pdf

Edgar Certification Form

S San Antonio Edgar Certifications-WHS.pdf

SWMBE Certifications

Upload Certificates here, if applicable.

No response

CIQ Form

S San Antonio CIQ - WHS.pdf

Reference #1

Edith Whitaker- Carnahan ES.pdf

Reference #3

Oralia Huerta- Glenn ES.pdf

Reference #2

Kimberly Smith-Brent ES.pdf

Company Overview

This section may include resumes, company portfolios, and other helpful information to allow us to learn more about your agency.

William H Sadlier Short Company Description.pdf

Misc Information (NOT REQUIRED)

No response

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes**

2 South San ISD Terms and Conditions

South San Antonio ISD Terms and Conditions are provided in an attachment to the proposal. Please check if you agree or disagree to the terms and conditions of this proposal. This is your electronic signature.

3 Submission Response

South San Antonio ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Procurement Office, in a sealed envelope by the date and time stated in this bid event.

No fax or email submissions will be accepted.

For any questions, please contact South San ISD Procurement Department (210) 977-7025 ext 3518

Attention: Victoria Cantu, Director of Procurement
South San ISD Administrative Offices
1450 Gillette Blvd
San Antonio, TX 78224

4 Communications Statement

Contact between vendors and South San Antonio ISD personnel during the proposal process or evaluation process is strictly prohibited. Any attempt by vendors during the proposal process to contact South San Antonio ISD personnel may result in disqualification. All communication shall go through the Procurement and Contracts Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

5 Vendor Required Attachments

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event. Missing one or more documents may disqualify interested vendor.

6 Proposal Opening

Proposal Openings are held virtually online. [\(link provided in Activities tab\)](#)

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Procurement Department at South San Antonio ISD.

If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District calendar business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

7 Section 2

PROPOSAL REQUIREMENTS

****THE FOLLOWING LINES ITEMS BELOW REQUIRE A RESPONSE****

8 Anti-Trust Certification

I affirm under penalty of perjury of the laws of the State of Texas that:

- 1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
- 3. In connection with this Proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I affirm

9 Felony Conviction Notice

Texas Education Code, Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

10 Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

11 Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9, the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria have been met: *The employer has contracted with district to provide services. *The particular employee will have continuing duties relating to the contract with the district. * The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when *they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law or any other offense the District believes might compromise the safety of student, staff or property.

A Proposer's violation of this section shall constitute substantial failure. If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school/district property. The use of tobacco products are not allowed on school district property. ~~~This is your electronic signature.

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Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" refers to a person who is not a resident. Section 2252.001(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

(1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or

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Please indicate the status of your company as a "resident" proposer or "nonresident" proposer under these definitions.

1
3 **Non-resident Bidder's Certification**

Non-resident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~ If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

1
4 **SWMBE Certification**

List type of certifications participated by the SWMBE (Small, Women, and Minority Business Enterprises)

Must attach Certificates on the "Responses Attachment" tab

1
5 **Anti-Collusion Statement**

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I Agree

**1
6** **Debarment or Suspension Certification**

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Failure to certify will render bidder non-responsive and will not be considered for award.

**1
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(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1)

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

I Agree

**1
8** **No Excluded Nation or Foreign Terrorist Organization Certification**

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any other federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

Agree

19 Form 1295 - Certificate of Interested Parties

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.
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OR

2) employs at least 500 persons in Texas.

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The District reserves the right to accept or reject any proposals based on deviations indicated below. If none, list NONE

23 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

2
4

Reference Instructions

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Proposers will upload documents with proposal.



RFP 2023-11
General Student Learning Materials, Software, Presenters for PD & Student/Staff Programs
Pricing Proposals for
Presenters for Professional Development

Vendor Name: William H. Sadlier, Inc.

Instructions: Please complete the price submittal form by filling in the boxes with the type of material(s) and labor required to provide the Professional Development offers. The fields with red text, in the example below, represent the cells where you will enter your information/data. You may add additional lines if needed.

**** Rates based on six (6) hours of training per day****

Example: Professional Development/Training/Speaking Engagement **Teacher Training**

MATERIALS *	Price per Unit	Discount Percent
Workbook		0%
Teacher Kit		0%

LABOR	Daily Rate **
Enhanced Implementation / In Person 6-7 Hr	\$3,250.00
Enhanced Implementation /In Person 2-3 Hr	\$2,250.00
Enhanced Implementation /Virtual 2-3 Hr	\$1,500.00
Basic Implementation / Virtual 2-3 Hr	\$750.00
Basic Implementation / Virtual 1-1.5 Hr	\$500.00
Getting Started Webinar / 30-60 mins	\$0.00