



**uplift**education

Competitive Solicitation by  
**Uplift Education**

Request for Proposal (RFP) for  
Intranet Software  
RFP #0117-2018

Publication Date: May 22, 2018

Submittal Deadline: 4:00 P.M., June 1<sup>st</sup>, 2018 CDT

**Submission Check List:**

- ( ) Qualifications / Proposal Statement
- ( ) Specifications Questionnaire listed in Section VI. *Please submit responses in excel*
- ( ) Vendor Application Form
- ( ) Vendor Certifications
- ( ) Fee Proposal - *Attachments or Proposed Contract may replace the "Fee Proposal" form.*
- ( ) Professional References
- ( ) Felony Conviction Notice
- ( ) Conflict of Interest Questionnaire
- ( ) Certificate of Residency
- ( ) W-9

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**I. NOTICE TO PROPOSERS**

Uplift Education is an open enrollment charter school whose mission is to create and sustain public schools of excellence that empower students to reach their highest potential in college and the global marketplace and that inspire in students a life-long love of learning, achievement, and service in order to positively change their world. For more information on Uplift Education see our website at <http://uplifteducation.org/procurement>.

Uplift Education is soliciting proposals for services and solutions per the specifications stated in this solicitation document. Proposals shall be submitted via email to [procurement@uplifteducation.org](mailto:procurement@uplifteducation.org) or submitted in an envelope marked on the outside with the offeror’s name and address and Proposal number RFP #0117-2018 to:

Uplift Education  
Attention: Procurement Department  
RFP #0117-2018  
1825 Market Center Blvd. Suite 500  
Dallas, Texas 75207

Submissions will be received at the above address until 4:00 PM CDT, February 16, 2018. Proposal Submissions will be opened as received.

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

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

**II. INSTRUCTIONS TO OFFERORS**

**1.0 General**

The following instructions are intended to afford offerors an equal opportunity to participate in the proposal process.

1.1 Before submitting an offer to this solicitation, offerors shall familiarize themselves with all parts of this solicitation because these sections become a part of any resulting contract.

1.2 Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (proposal/qualification statement) is submitted will be construed by Uplift Education to indicate that the offeror agrees to carry out the furnishing of products, services and solutions in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.

1.3 Any explanation desired by an offeror regarding the meaning or interpretation of these instructions or any other RFP documents must be requested by e-mail to **[procurement@uplifteducation.org](mailto:procurement@uplifteducation.org)**. Inquiries must be submitted no later than 3 (three) business days prior to the submittal deadline date. Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFP if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors.

1.4 A functional area expert or a day-to-day contract administrator or manager for Uplift Education may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents will be made by Uplift Education. An authorized employee of Uplift Education will make modifications to contracts/agreements. If a vendor acts on the guidance of an Uplift Education employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from an Uplift Education employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement.

1.5 Uplift Education's procurement official for this contract is Stephen Parmer. Questions regarding specifications may be directed to Uplift Education by e-mail at **[procurement@uplifteducation.org](mailto:procurement@uplifteducation.org)**.

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

## 2.0 Scope of Work

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

## 3.0 Information Required

Each offeror shall furnish the information required by the RFP documents. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to Uplift Education.

#### 4.0 Submission of Qualification Statements

Proposals shall be submitted electronically to [procurement@uplifteducation.org](mailto:procurement@uplifteducation.org) or in an envelope marked on the outside with the offeror's name and address and the RFP number/name. Proposals must be submitted in sufficient time to be received and date/time stamped at Uplift Education's Office on or before the published deadline date and time shown on the RFP. Proposals may be delivered to:

Uplift Education  
Attention: Procurement Department  
RFP #0117-2018  
1825 Market Center Blvd. #500  
Dallas, Texas 75207

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

#### 5.0 Discussions/Negotiations

Discussions/negotiations may be conducted with offerors who are deemed to be within the final competitive range; however, Uplift Education reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by Uplift Education and will include only those initial offers that Uplift Education determines have a reasonable chance of being awarded a contract. In the event discussions/negotiations are conducted, vendors must submit a final offer if it varies from their original proposal submission. The final offer is subject to the same submittal format requirements and deadline requirements as the original offer, unless otherwise stated by Uplift Education.

#### 6.0 Modifications or Withdrawal of Qualification Statements

Proposals may be modified or withdrawn by written notice received by Uplift Education prior to the exact hour and date specified for submittal deadline.

#### 7.0 Opening Qualification / Proposal Statement

All Qualification / Proposal Statements shall be opened as soon as received. A formal "opening" will not be held and prices will not be read. Trade secrets and confidential information contained in Qualification / Proposal Statements shall not generally be open for public inspection, but Uplift Education's records are a matter of public record.

### **III. GENERAL CONDITIONS**

#### 1.0 Scope of Qualifications and Proposal

Uplift Education is accepting Request for Proposal for qualified individuals/firms to provide the following services:

- Intranet Software

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

1.1 This RFP is in six (6) parts/sections: I. Notice to Offerors; II. Instructions to Offerors; III. General Conditions; IV. Responsibilities of Offerors; V. Scope of Work; and VI. Forms. These parts are applicable and form a part of all contract documents and a part of the terms/conditions of all purchase orders for products included in the specifications and offer forms.

1.2 This is a specific award for the services specified

1.2.1 Uplift Education is not required to purchase from the Vendor requirements in excess of the estimated value of this contract.

1.2.2 Uplift Education reserves the right to negotiate with successful offeror(s) for similar products specified in this RFP during the period of this contract.

1.2.3 Uplift Education may increase or decrease values and/or quantities during the contract period at the same per line cost providing written notice to the Vendor.

1.2.4 All values and/or quantities in this contract are considered estimates only, and will not necessarily be purchased by this contract.

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

## 2.0 Conditions of Agreement

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

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

## 3.0 Qualification Statement Submittal

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

## 4.0 Scope of Services

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

## 5.0 Criteria for Selection

The Vendor selected for an award will be the Vendor whose Qualification / Proposal Statement, as presented in the response to this RFP, is the most advantageous to Uplift Education. Uplift Education is not bound to accept the lowest priced Qualification Statement if that is not in the best interest of Uplift Education.

## 6.0 Selection Process

Uplift Education will award contracts based upon the Qualification / Proposal Statement receiving the highest combined point total. Contracts may be awarded on a lump sum or unit price basis. In determining the “best value” or “qualified” offer Uplift Education will consider other factors such as: compliance with the RFP documents, suitability, cost of operations, cost of maintenance, delivery requirements, training requirements, warranties, availability of Vendor, past performance, and any other factors Uplift Education deems necessary to evaluate a response in addition to the criteria listed in this RFP.

## 7.0 Submission of Response

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

## 8.0 Reservation of Rights

Uplift Education expressly reserve the right to:

1. Reject or cancel any or all proposals;
2. Waive any defect, irregularity or informality in any proposal or RFP procedure;
3. Waive as an informality, minor deviations from specifications at a lower price than other proposal meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
4. Reissue an RFP;
5. Consider and accept an alternate proposal as provided herein when most advantageous to Uplift Education;
6. Cancel the contract with a thirty (30) day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds;
7. Procure any item or services by other means to meet time-sensitive requirements; and/or
8. Remove or change any part of this RFP before responses are submitted.

## 9.0 Acceptance

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

## 10.0 Termination

Uplift Education shall have the right to terminate for default all or any part of this contract if offeror breaches any of the terms hereof or if the offeror becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which

Uplift Education may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

11.1 Uplift Education has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

11.2 Uplift Education may terminate the contract and debar the Vendor from future "proposals" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", "Occupational Safety and Health Administration" and "Energy Policy and Conservation Act".

### 11.0 Interpretation

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

### 12.0 Applicable Law

It is the Vendor's responsibility to be aware of and remain compliant with all local, state, and federal laws governing the sale of products, services and solutions identified in this RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

### 13.0 Notification of Criminal Record

The person or entity submitting an offer must give notice to Uplift Education, at the time of offer submission, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

### 14.0 Indemnification

The awarded Vendor and its agents, partners, employees, and consultants, shall and do agree to protect, indemnify and hold harmless Uplift Education and its participants, administrator, employees and agents (hereinafter "Indemnitee") against any and all claims, damages, losses and expenses, including attorney fees arising from or in connection with, or caused by any act, omission, or negligence resulting directly or indirectly from the performance of services, provision of goods and any actions of the Vendor or any person subject to the Vendor's control (hereinafter "indemnitor"). In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. Vendor shall protect and indemnify



Uplift Education from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States or international patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Vendor or by Uplift Education at the direction of Vendor of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, Uplift Education shall promptly notify Vendor and Vendor shall be given full opportunity to negotiate a settlement. Proposer does not warrant against infringement by reason of Uplift Education's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Uplift Education agrees to cooperate reasonably with Vendor and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense. The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

#### 15.0 Use by Other Government Entities

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

#### 16.0 Reproduction, Distribution, Assignment and Delegation

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

Uplift Education owns the exclusive right to distribute this and any procurement document to vendors requesting to be included in the procurement process or to vendors that have been identified as vendors qualified to provide the goods and/or services required in this document.

No contract right or interest resulting from this RFP shall be assigned or any obligation delegated by offeror without the written permission of Uplift Education.

### **IV. RESPONSIBILITIES OF OFFERORS - TERMS AND CONDITIONS**

#### 1.0 General Information

The RFP process is an open and fair interactive negotiation process. Uplift Education will provide each Vendor with the same information. Uplift Education will use best efforts to conduct a free exchange of dialogue with each Vendor to communicate the needs and offer.

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

## 2.0 Offer Submittal

Vendors should provide the following:

- 1) A summary of the services that will be provided and expected timeframe to achieve objectives
- 2) A comprehensive list of specific measurable objectives for each of the services provided
- 3) A description of the formative and summative evaluation reports indicating measurable progress.

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

## 3.0 Opening of Responses

All responses shall be opened in the manner in which they were received. All responses will be kept confidential until the award is final. After award has been received, Uplift Education's records are a matter of public record unless information is to be kept confidential as a matter of law.

## V. EVALUATION OF QUALIFICATIONS

The following criteria will be used to evaluate the proposals.

DESCRIPTION		POINTS
1.	Ability to fulfill needs of Uplift Education Intranet (RFP Questions 1-57)	50
2.	Price of product and services and total cost	30
3.	Reputation of vendor – must have been in business at least 3 years	15
4.	Demonstration of commitment to Uplift Education mission statement	5
		<u>100</u>

## VI. SPECIFICATIONS

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

**Organizational Need:** Intranet Software

**Please complete the questionnaire and provide any pertinent information regarding your product.**

**Form/Document Management**

1. Please describe form/document management capabilities including archival process (by forms/documents we mean things like mileage reimbursement forms or other financial services forms, form authorization letters, excel files, logos, etc. Basically things that people need to access occasionally so need to have an updated one accessible. Currently we struggle with version control and have outdated things posted)
2. Describe your products ability to set expiration dates for forms and reminders to update or repost documents.
3. Describe the customization capabilities of setting such expiration dates and the customization of who owns/manages expiration dates.
4. Describe any crawling tools your program might have that can mark outdated documents for deletion
5. Describe how we can create custom forms and have access to the data in the forms.
6. Describe how this data would be accessible (through the UI, exportable via CSV/Excel, direct database connection, etc.).

**Workflow**

7. Please describe your workflow capabilities.
  - a. One example that we have is our Letters of Assurance process, where an offer to return to Uplift for the next school year is sent from one or multiple authorized users to an individual to be accepted or rejected, which is then able to be viewed by multiple people. Another example of a workflow is our teacher observation forms, where a dean will open an observation form, take notes in a template, send it to the teacher, then the teacher will add a response to the coaching notes to be sent back to the dean
8. Authorization system to begin workflow
  - a. Ability for multiple or only one person to begin workflow
  - b. Ability for multiple or only one person to receive workflow
9. Flexibility in building the forms that are sent in the workflow
10. Media that can be included in the form, ie video or audio
11. Ability to see read receipts
12. Describe your program's ability to house and track annual required training materials (i.e. Sexual Harassment Training, Annual Handbook Acknowledgments, Concussion/AED Training, etc.)
13. Your program's ability to support an "all-employees" deadline and a rolling deadline and whether or not required content be presented/required of only a subset of users.

14. Describe how this data would be accessible (through the UI, exportable via CSV/Excel, direct database connection, etc.).
15. Entering and approving Time Cards
16. Signing up for volunteer events
17. Logging and approving volunteer hours

#### **Feedback**

18. Describe how any user can leave feedback about Uplift Education, to be viewed only by a head mediator at Uplift Education.
19. Describe how Uplift can provide feedback to you on your product

#### **Authentication and Authorization (Permission Levels)**

20. Define the functionality of the permission levels
21. Describe the program's capabilities around targeted communication; such as the ability to disseminate information based on Active Directory, our organization structure (i.e. Pop ups when you sign in, banners, emails, customized timing of notices to certain groups or individuals, etc.).

#### **Personalization**

22. Describe the customization of pages within your program, such as the ability to display the personalized metrics around training and years served on each individual's bio/sign in page (and how these items can be secured differently than the general bio information, like for that person and their manager only).
23. Describe customized alerts or upcoming deadlines, ie individualized to do's, like listing required HR training prominently on the home page when deadline is imminent only for those that have not completed it
24. Describe how each user can design their own landing page
25. Describe how the landing page design can be differentiated by function or role type (for example, can all of finance have one standard thing layout, and then allow some space for individual choice)
26. Describe how this data would be accessible (through the UI, exportable via CSV/Excel, direct database connection, etc.)

#### **Calendar**

27. Describe how your calendaring capability works. Would you be able to display a universal calendar (ie academic calendar), and integrate with Outlook?

#### **Organizational charts**

28. Please describe your ability to automate organizational charts

#### **Data**

29. Describe your programs ability to collect data analytics around our users that we can view? How would this data be accessible (through the UI, exportable via CSV/Excel, direct database connection, etc.)?

#### **Ease of Use & Aesthetics**

30. Describe how your program is user friendly.
31. Describe and illustrate your program's aesthetic appeal.

#### **Search and Navigation**

32. Please describe the navigation structure and the page display. Is there breadcrumb navigation?
33. Describe the search functions of your program. What are the search capabilities of the program? How is it optimized or differentiated to competition?

34. How is data indexed?

### **Mobile Capabilities**

35. Is there a mobile app associated with your program? Please describe the app and its capabilities.

36. Is there mobile friendly website capability?

### **User Bio**

37. Please describe your product's ability to allow employees to create and customize individual bio page themselves. What constraints are available for controlling edits?

38. Describe the ability for end users to upload photos or videos to a bio page. Please describe this function and how easy it is to use.

### **Translation**

39. Describe any translation features of your program.

### **Training/Support**

40. Describe the training packages and rollout.

41. What kind of access will we have to training information? Include the availability of tools such as an information center for how to use the program within the program or help videos within the program?

42. Approximately how many staff are supporting your 5 largest clients?

43. Describe your technical support model?

44. Please describe your support team for design and implementation phase as well as ongoing for further optimization and improvements

### **Security**

45. Please describe your security model.

46. Are you FERPA compliant?

### **Implementation**

47. Please describe the implementation process and timeline.

48. What are our rollout considerations and timeline?

### **Integration**

49. Please describe how your product can plug and play/integrate with other programs (such as Active Directory, Blackboard, TEAMS, Tableau, voly.org)?

50. How is this integration supported? To what extent do you provide technical support for integration? Is there an additional cost for this feature?

51. How does one import data and showcase it in your site?

52. How does one integrate with Active Directory to set permission levels?

53. Can the site run effectively on most major browsers (Chrome, Firefox, etc.)?

### **Competition**

54. Who is your competition?

55. What makes your product different from the competition?

### **Pricing**

56. Please indicate the cost for your product/services.

57. Describe what's included in the pricing.

**VII. FORMS:**

Vendor Application Form

Vendor/Company Name: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Bid Department: (if different from above)

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Purchase Order Address: (if different from above)

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Payment information: (if different from above)

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## Vendor Certifications

### **CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE**

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

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

The following provisions are required and apply when federal funds are expended by Uplift Education, and/or its cooperative members, for any contract resulting from this procurement process.

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

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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



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

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

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

**Does vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The nonFederal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each**

**solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

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

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding Agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

**YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Uplift Education the vendor certifies that during the term of an award for all contracts by Uplift Education

resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions: <https://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>,

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**EMPLOYMENT VERIFICATION FAR 22.18**

As applicable, and as a condition for the award of any Federal contract at \$150,000 or greater, Vendor certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

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

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

### **CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal 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 proposal.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**

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

Corporate/Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

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

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

City, State, Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

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

Corporate/Company Website: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Fee Proposal –

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

Service Area – brief description	Unit of Cost (day/hour)	Expected Hours to Complete	Fee/Cost per Unit (\$)

Uplift Education acknowledges that should the requirements or scope of the project change, a corresponding change to the proposed fee might be appropriate.

*Note: Please outline what services will be performed for the hourly, daily, or annual fee proposed. Attachments or Proposed Contract may replace the "Fee Proposal" form.*



Felony Conviction Notice

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

Furthermore, Section 44.034(b) states that a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

Lastly, Section 44.034 (c) states that this section does not apply to a publicly held corporation.

- ( ) My firm is a publicly held corporation, therefore this requirement is not applicable.
- ( ) My firm is not owned nor operated by anyone who has been convicted of a felony.
- ( ) My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name: \_\_\_\_\_  
Description of conduct resulting in a felony: \_\_\_\_\_

Name: \_\_\_\_\_  
Description of conduct resulting in a felony: \_\_\_\_\_

Name: \_\_\_\_\_  
Description of conduct resulting in a felony: \_\_\_\_\_

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

Vendor's Name: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_

Authorized Company Official's Title: \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

Professional Reference Form

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

Company Name		
Address		
Contact Name	Phone	E-mail
Services Provided to this Company		
Dates or Timeframe of Services Provided		
Company Name		
Address		
Contact Name	Phone	E-mail
Services Provided to this Company		
Dates or Timeframe of Services Provided		
Company Name		
Address		

<u>Contact Name</u>	<u>Phone</u>	<u>E-mail</u>
Services Provided to this Company		
Dates or Timeframe of Services Provided		

Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 8/7/2015

## Certificate of Residency

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A.

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>.

This law makes it necessary for Uplift Education to determine the residency of its Vendors.

'Non-resident bidder' refers to a person who is not a resident.

a. A 'nonresident bidder' means a bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

b. A '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.

I certify that my company is a "Resident Bidder":

---

Company Name

If your company's principal location is out of state and you are claiming "Resident Bidder" status, does your company employ 500 or more persons within the State of Texas?

Yes

No

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I certify that my company qualifies as a "Nonresident Bidder"

(NOTE: You must furnish the following information)

Indicate the following information for your "Resident State":

(The state your principal place of business is located in)

---

Company Name

Address \_\_\_\_\_

By signature below, I certify that the above is true and correct and that I am authorized by my company to make such certifications.

