

	<h2 style="text-align: center;">REQUEST FOR PROPOSALS</h2>
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**RFP #23.01.12 Summer Enrichment**

Uplift Education is soliciting proposals for **Summer Enrichment** as more fully set out in the Scope of Work and Specific Conditions and Specifications sections of this Request for Proposals (“RFP”). Proposals may be submitted electronically to [kalbritton@uplifteducation.org](mailto:kalbritton@uplifteducation.org). An original and final copy of the proposal may be submitted in accordance with the instructions set out herein to:

**Uplift Education**  
**3000 Pegasus Park Drive Suite 1100**  
**Dallas, Texas 75247**  
**ATTN: Katie Albritton**  
[kalbritton@uplifteducation.org](mailto:kalbritton@uplifteducation.org)

The original and final proposal must be labeled with the Proposer’s name, address, the RFP number and the RFP name.

Proposals will be sent by February 17, 2023. A virtual pre-proposal conference will be held on January 18, 2023. Submitting proposals prior to the pre-proposal conference is not recommended, and such proposals may be rejected by Uplift Education. A more detailed timeline is set out in the Instructions, Submission Requirements and Procedures section of the RFP. Proposals will be reviewed as received in a manner that avoids disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP. Proposals received after the Proposal due date and time will not be considered.

Faxed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the proposal due date and time.

**Uplift Education will award this RFP to a multi-supplier award**, based upon the evaluation of all proposals received. More details regarding evaluation of proposals are included in Section III, which is the Scope of Work and Specific Conditions section of this RFP.

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## I. INSTRUCTIONS, SUBMISSION REQUIREMENTS AND PROCEDURES

**1.1 GENERAL INFORMATION:** The following instructions by the Uplift Education are intended to afford Proposer(s) an equal opportunity to participate in the proposal process and provide a predetermined set of criteria representing The Network's business and service requirements. This proposal is governed by Texas Education Code (TEC), other applicable Texas state statutes, and all local Board of Education (Board) policies.

**1.1.1 CODE OF SILENCE AND CONFLICTS OF INTEREST:** The Board of Education (Board) has adopted a "Code of Silence" policy (ref. [Board Policy CAA \(Local\)](#)) and a "Conflict of Interest Disclosures" policy (ref. [Board Policy BBFA \(Local\)](#)) to enforce its commitment to ethical contracting standards and improve accountability and public confidence. It is important to avoid both the appearance of conflicts and actual conflicts of interest.

1.1.2 The Code of Silence" shall mean a prohibition on any communication regarding any RFP, bid, or other competitive solicitation between:

1. Any person who seeks an award from the Network including a potential vendor or vendor's representative, and
2. Board members, senior staff members, department heads, directors, managers, or other Network representatives who have influence in the evaluation or selection process.

The "Code of Silence" time period shall begin when the Request for Proposal (RFP) is issued and ends upon the execution of the contract. During the "Code of Silence", campaign contributions, gifts, donations, loans, and any other items of value are prohibited between these parties.

1.1.3 By submitting a proposal, the Proposer agrees to provide the goods/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets conditions.

1.1.4 The designated project manager during the proposal process shall be **Katie Albritton** [kalbritton@uplifteducation.org](mailto:kalbritton@uplifteducation.org). **All communications pertaining to the RFP shall be addressed in writing to the Project Manager, as indicated in the next paragraph.**

1.1.5 Questions concerning the RFP will be answered only if sent to in writing to Katie Albritton on or before the award date. If there is a pre-proposal conference, responses to written questions submitted prior to the pre-proposal conference will be read at the pre-proposal conference and included in the first addendum along with additional information including questions and responses from the pre-proposal conference. All questions submitted in writing to the Project Manager prior to the deadline will be answered in the form of email response.

1.1.6 In an effort to encourage minority and women owned businesses to participate in Uplift Education business and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Proposer if it is in the best interest of The Network to do so. Interested Proposer(s) should obtain additional information concerning The Network's location of schools and offices and consider submitting their proposal for any one or more schools and/or departments, or the entire Network.

1.1.7 All costs related to the preparation and submission of this proposal shall be paid by the Proposer. Issuance of this RFP does not commit Uplift Education in any way, to pay any costs in the preparation and submission of the proposal. Nor does the issuance of the RFP obligate Uplift Education to award, enter into an agreement, or purchase any goods and services stated in the RFP.

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**1.2 DEFINITIONS AND TERMS:** In this RFP, terms are used as follows:

1.2.1 “Agreement” is defined in Section II, General Terms and Conditions.

1.2.2 “Uplift”, owner, network, and/or government entity” refers to Uplift Education.

1.2.3 “Proposer” refers to the person/firm that submits the proposal to this RFP.

1.2.4 “Project” means the Scope of Work for furnishing goods and services.

1.2.5 “Proposal” refers to the document submitted by an entity that addresses the scope and requirements of this RFP.

1.2.6 “RFP” refers to this Request for Proposal.

1.2.7 “Scope of Work” is set forth in Section III. Scope of Work and Specific Conditions.

1.2.8 “Supplier” and/or “Vendor” refer to the person(s)/firm(s)/entity(ies) to whom a contract is awarded pursuant to this RFP.

1.2.9 Singular terms shall include the plural and vice versa. A gender reference includes both genders.

**1.3 SPECIFICATIONS:** Proposer(s) are expected to examine and be familiar with all requirements and obligations of this entire RFP. Failure to do so will be at the Proposer(s) risk. The evaluation criteria for the award of this RFP are set forth in the Scope of Work and Specific Conditions Section of this RFP at paragraph 3.5. All exceptions to the specifications and requirements of the RFP must be noted in detail in the Proposal Exception Form (Form E hereto) and included in the proposal.

### **1.4 PROPOSAL INFORMATION REQUIRED:**

1.4.1 To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

#### **Title Page**

Show the RFP subject, the name of the Proposer’s firm, address, telephone number, name of contact person, and date.

#### **Table of Contents (is applicable)**

Clearly identify the materials by sections and page numbers.

#### **Vendor Application Forms**

If the project is awarded, vendor information will need to be completed. If the proposer wishes to complete the documentation prior to the award announcement, forms are included in Section V of this document. Please attach the RFP number to the request.

#### **Profile of the Proposer**

- a. Indicate the number of people in your organization and their level of experience and qualifications and the percentage of their time that will be dedicated to this project.
- b. Provide a list of the Proposer’s top ten current clients indicating the type of goods and/or services your organization has provided and/or performed for each client.
  - a. ment discounts that your company offers, i.e., 2% 10 days – net 30; or 5% 7 days – net 30.

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### Price

Any and all pricing information, including any alternate pricing proposals that may be acceptable for some projects.

### Addenda

Insert all addenda under this section.

**1.5 SUBMISSION OF PROPOSALS:** The Proposer(s) should propose his/her lowest and best price, (as applicable), on each good/service which is the subject of this RFP. Proposals shall be submitted in strict compliance with the instructions set out in this RFP.

1.5.1 All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original and in ink.

1.5.2 Proposed prices should be firm (fixed). The economic price adjustment should give the maximum price increase or decrease (either % or \$) and the date and/or event at which the increase would be effective. Additionally, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer may offer that better pricing option as an alternative.

1.5.3 All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Proposer(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered. Proposer(s) must include in the cost proposal all travel and accommodation expenses associated with travel to perform this project. Travel expenses associated with the project must conform to a "reasonableness" test for travel expenditures associated with governmental travel and must be pre-approved by The Network before being incurred.

1.5.4 The Network's standard freight terms are F.O.B., destination, prepaid and allowed. Uplift Education may specify various and different locations within The Network for "destination" during the term of the Agreement, or extension of the term, and prices should include allowances for such freight contingencies. No C.O.D. shipments will be accepted. If the goods are not shipped in accordance with Uplift Education's directions and the instructions set out in the Agreement, the Supplier shall pay to Uplift Education any excess cost incurred by Network.

1.5.5 Proposer(s) are required to provide Uplift Education with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.

1.5.6 Uplift Education is exempt from and will not be responsible for payment of any taxes.

1.5.7 Failure to manually sign the required forms of this proposal may result in rejection of the proposal.

1.5.8 A signed submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in this RFP.

**1.6 FINANCIAL INFORMATION:** Proposer(s) may be required to submit a current audited financial statement. The Project Manger will determine the necessity of financial information. In the event the Proposer(s) does not have an audited statement, other information such as an unaudited statement or copies of the Proposer(s)' federal income tax returns, with all amendments, may be required.

**1.7 DISCUSSIONS / NEGOTIATIONS:** Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, Uplift Education reserves the right to award a contract without

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discussions/negotiations. The competitive range will be determined by Uplift Education and will include only those initial proposals that Uplift Education determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Proposer(s) may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations/discussions.

**1.8 BEST AND FINAL OFFERS:** Best and final offers must be received by the date/time provided during discussions/negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.

**1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by written or electronic notice received by the Project Manager prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a Proposer's authorized representative prior to the Proposal Due Date and time, provided the Proposer's identity is confirmed and Proposer's representative signs a receipt for the proposal.

**1.10 OPENING PROPOSALS:** All proposals may be opened as soon as received. A formal public "opening" will not be held. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but Uplift Education's records are subject to the State of Texas Public Information Act requirements.

**1.11 SCHEDULE:** The following schedule and timelines apply to this RFP.

1.11.1 **Proposal Schedule:** Uplift Education desires to complete the proposal process in accordance with the following timeline which is subject to change at The Network's discretion:

Timeline	
<b>Release RFP</b>	<b>January 12, 2023</b>
<b>Virtual Pre-Proposal Conference</b>	<b>January 18, 2023 3:30-4:00 pm (Link to virtual meeting will be sent via email).</b>
<b>Last date for questions:</b>	<b>February 13 by 12:00 pm</b>
<b>RFP Due</b>	<b>February 17, 2023, by 2:00 pm</b>
<b>Evaluation Period</b>	<b>February 20-March 3, 2023 (subject to change)</b>
<b>Selected Proposal(s) Approved</b>	<b>Next regularly scheduled Board meeting after interviews and selection</b>

1.11.2. Proposer(s) are strongly encouraged to attend the pre-proposal conference. The conference will start promptly at the stated time and be moderated by a Procurement Department member. General rules of business meeting protocol will be observed during the meeting. Admittance for individuals arriving late is at the discretion of the moderator. In the event that an individual is admitted late, questions already discussed will not be revisited during the remaining portion of the conference.

Individuals attending the pre-proposal conference will be required to sign an attendance roster. In addition to their name and company name, each person will be asked to supply an email address, telephone number and a fax number for facsimile transmissions, if needed. This attendance roster will be posted as an addendum on The Network's website along with the RFP and other related documents.

1.11.3 At The Network's discretion, one or more Proposer(s) may be invited to demonstrate their solution(s) and/or system(s) and interview, based on a Network pre-defined agenda and timeline. Said Proposer(s) will be notified by e-mail if The Network determines that such demonstrations and interviews are needed. Proposer(s) shall demonstrate their competence, qualifications and/or ability to satisfy The Network's RFP requirements.

1.11.4 Award of the Project to Proposer(s) will be confirmed by a fully executed Agreement, an Agreement Letter and/or confirming Purchase Order.

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1.11.5 Timelines set forth herein may be strictly enforced by The Network. The Network, however, maintains sole discretion to adjust any deadline or timeline to suit the best interests of The Network.

1.11.6 **Late Proposals:** Responses submitted after the due date and time noted in this RFP shall not be considered.

**1.12 RETENTION OF PROPOSAL DOCUMENTATION:** All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of Uplift Education.

**1.13 RESERVATION OF RIGHTS:** The Network reserves the right to reject any and all proposals. The Network reserves the right in its sole discretion to accept the proposal(s) it considers the best value for The Network, and the right to waive any and all minor irregularities in the proposal(s). Additionally, The Network reserves the right to waive any requirements of the RFP. The Network further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of The Network.

## II. GENERAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into this RFP and incorporated into any letter agreement or formal written agreement between Uplift Education and the successful Proposer(s).

### **2.1 AGREEMENT, INTEGRATION, TERM & TRANSITION, PURCHASE ORDER REQUIREMENTS:**

2.1.1 The terms, conditions, specifications, stipulations and requirements stated in this RFP, and any and all Addenda issued by Uplift Education shall become part of the Agreement entered into between The Network and the Supplier, unless otherwise determined by The Network per the Agreement provisions. The Supplier, as determined by The Network, may be required to execute a written contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. **No Supplier shall obtain any interest or rights in any award until The Network has executed the Agreement.** The Network reserves the right to require any modification, or modifications to the Agreement terms if the modifications are deemed to be in the best interest of The Network and do not substantially change the scope of the Board award.

2.1.2 T Supplier(s) should be familiar with The Network's Agreement form, Agreement letter and/or purchase order and indicate in its proposal that this type of project documentation is acceptable. This information should be included in the transmittal letter. In the event that a project is awarded to a Supplier and the Supplier requests changes to The Network standard Agreement form, The Network reserves the right to cancel the award and re-award the project to an alternate Supplier(s).

2.1.3 In the event of a license agreement or other contract document requested by the Supplier for execution, The Network reserves the right to review and amend such document at The Network's discretion.

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2.1.4 The Request for Proposals, with all Addenda, those provisions in the proposal that are satisfactory to The Network, and The Network's Agreement form(s), which may include, but are not limited to a written contract, agreement letter or purchase order constitute the Agreement between the Supplier and The Network (collectively, the "Agreement"). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SUPPLIER FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES. To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) Network's Agreement forms (written contract, agreement letter or purchase order as applicable), and (ii) RFP as provided by The Network all Addenda, and (iii) any Proposal provisions agreed to by The Network.

2.1.5 Unless otherwise provided the term of this agreement will state a begin date and end date for this service. Alternately, The Network may approve longer or shorter terms of agreement upon the mutual consent of the parties. At The Network's option, 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.

Should the Agreement with the Supplier terminate during the initial or any renewal term for any reason, The Network reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term.

2.1.6 At the discretion of The Network, purchases will require the issuance of an official Uplift Education purchase order from The Network's Procurement Services Department. If so required, then all goods provided without a purchase order will be returned at Supplier's expense. All services provided without a purchase order may be considered a contribution to The Network.

2.1.6.1 Uplift Education reserves the right to make changes to a purchase order (e.g., increase/decrease quantities, change delivery date, delivery address). Any changes to a purchase order shall be communicated to the awarded supplier by the issuance of a formal change purchase order. Only an Uplift Education procurement staff member or project manager listed in previous RFP information may make a change to the purchase order by issuing and sending a formal change purchase order to the awarded supplier.

2.1.7 Once the performance of the Agreement has begun, any change orders or requests will be made in accordance with Texas Education Code Section 44.0411 and applicable Uplift Education procedures and policies. If Supplier acts on the direction of a Network employee that is not authorized to make changes, Supplier does so at his or her own risk or peril and risks termination of the Agreement for cause. Also, if a Supplier attempts, or receives, a modification/amendment from a Network employee that is not authorized to make changes, the Supplier does this at his or her own risk or peril and risks termination of the Agreement for cause.

**2.2 NON-ASSIGNMENT:** The Supplier may not assign, sell, or otherwise transfer its interest in the Agreement award or any part thereof, without prior written consent from The Network. The Supplier shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Supplier pursuant to this RFP.

**2.3 USE OF NETWORK NAME OR LOGO(S):** Supplier may not use The Network's official name or logo, or any phrase associated with The Network, without the written permission from the CEO or their designee of Uplift Education.

**2.4 AUTHORIZATION / PERMITS:** The Supplier must have current licenses, permits, fees and similar authorizations required by the State of Texas to conduct business and provide awarded goods and/or services to The Network and, upon the request of The Network, must provide copies of all licenses, permits and fees as being paid and current that are required to do business by the city, county and State for the type of business they are seeking to provide to The Network. Supplier will maintain all such licenses, permits, fees and similar authorizations current for the duration of the Agreement term.



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### **2.5 SUPPLIER NATIONWIDE CRIMINAL BACKGROUND CHECKS:**

Supplier shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety ("DPS") information that is required by the DPS for obtaining national criminal history record information, which includes fingerprints and photographs. DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Supplier must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

Supplier must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Supplier has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, The Network may elect not to enter into this contract, or cancel the contract.

WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school Network must give advance notice to The Network 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.

The Network may terminate this contract if The Network determines that the person or business entity failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The Network will compensate the person or business entity for services performed before the termination of the contract.

### **2.6 SUPPLIER DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION/STUDENT INFORMATION:**

2.6.1 The Network reserves the right to audit various Supplier documents as requested by The Network. From time to time, The Network may desire to audit certain Supplier documents to ensure compliance with the Agreement and/or proposal response. Some audits may include but are not limited to: checking Supplier's invoices, authenticating the origin, Material Safety Data Sheet (MSDS), shelf life of products and/or other similar types of documents. The Supplier agrees to furnish The Network, in a reasonable time at a mutually agreeable place, documents requested by The Network to perform any such reviews or audits.

2.6.2 Uplift Education, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all Supplier's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this project. Supplier shall preserve all such records for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment relating to this project. If this project is funded from contract/grant funds provided by the U. S. Government or the State of Texas, all documentation, including books, and records shall be available for review and audit by the Comptroller General of the U. S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

**2.7 CONFIDENTIAL AND PROPRIETARY INFORMATION:** The Network and the Supplier may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing

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party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

**2.8 DATA AND PROPRIETARY INFORMATION:** All work, regarding this project, shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and Uplift Education retains for itself 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.

**2.9 TEXAS PUBLIC INFORMATION ACT (TPIA):** Supplier acknowledges that The Network is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, The Network is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the Supplier has clearly marked as confidential and/or proprietary, The Network will provide the Supplier with the notices under the TPIA. Supplier acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

**2.10 STUDENT CONFIDENTIALITY:** Supplier acknowledges that The Network has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Any student information provided to Supplier shall be provided in compliance with the requirements and exceptions outlined in FERPA. Supplier must comply with said law and regulations and safeguard student information. Supplier may not disclose student information to a third party without prior written consent from the parent or eligible student. Supplier must destroy any student information received from The Network when no longer needed for the purposes of the Agreement.

### **2.11 INSURANCE:**

2.11.1 Unless otherwise agreed to by Uplift Education, the Supplier shall carry insurance with responsible carriers acceptable to Uplift Education rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord Form) to Uplift Education indicating compliance with this paragraph.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
1. Workers' Compensation and Employer's Liability	Statutory \$500,000 per accident
2. Automobile Liability: Bodily Injury & Property Damage For all owned, non-owned vehicles and hired vehicles.	\$1,000,000 Combined Single Limit
3. Commercial General Liability	\$1,000,000 Per Occurrence

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4. Professional Liability (errors and omissions) may be required at the discretion of the Project Manager. This may include Sexual abuse and molestation coverage. Mandatory for any supplier with direct access to children.

2.11.2 The Supplier shall submit evidence with the proposal and again at the time of any execution of the contract/agreement that it has in full force and effect all insurance requirements listed above. The Supplier shall maintain such insurance in full force and effect throughout the duration of the Agreement. In the event that it is not commercially feasible to maintain insurance during the period required by the Agreement, Supplier shall supply Uplift Education with equivalent assurance to the required insurance, acceptable to Uplift Education.

2.11.3 Uplift Education shall be named as an additional insured on the automobile and commercial general liability policy. Uplift Education shall be named as an alternate employer on the workers' compensation policy. A waiver of subrogation shall be issued in favor of Uplift Education in the workers' compensation, automobile and commercial general liability policies. The Supplier shall provide Uplift Education with original certificates of insurance, acceptable to Uplift Education. Insofar as allowed by law, such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to Uplift Education. In the event there is a deductible on any policy, the Supplier may be asked to provide evidence to the satisfaction of Uplift Education that it is able to satisfy the deductible.

2.11.4 Notice regarding current insurance certification and **cancellation or changes** should be mailed to:

**Uplift Education**  
**3000 Pegasus Park Drive Suite 1100**  
**ATTN: Risk Management**  
**Dallas, TX 75247**  
**[riskmanagement@Uplifteducation.org](mailto:riskmanagement@Uplifteducation.org)**

2.11.5 Uplift Education reserves the right to require additional insurance coverage to be carried by the Supplier as deemed desirable by Uplift Education, depending on the type of project.

**2.12 TAXES:** Uplift Education is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, The Network will not be responsible for payment of the taxes. The Supplier shall absorb the taxes entirely. The Network will supply tax exemption information upon request.

### **2.13 INVOICES/PAYMENT:**

2.13.1 Uplift Education standard payment terms are net 30 days after receipt of invoice. Supplier may offer The Network a cash discount for payment of an invoice(s) with stated discount terms. Supplier's invoices should be sent to: [accountspayable@uplifteducation.org](mailto:accountspayable@uplifteducation.org) Uplift Education, 3000 Pegasus Park Drive, Suite 1100, Dallas TX 75247

2.13.2 Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. Supplier's invoices **must** contain the appropriate Uplift Education purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Supplier for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

2.13.3 Invoices should be provided to The Network in a timely manner. Supplier is requested to invoice The Network within 30 days of providing goods and/or services to The Network.

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2.13.4 In the event a Supplier presents The Network with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The Network will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Supplier.

### **2.14 QUANTITY:**

2.14.1 There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by Uplift Education. However, the Supplier shall furnish all required goods and/or services to The Network at the stated price, when and if required.

2.14.2 The Network's agreement may be offered to other school Networks or governmental entities. If applicable and at the discretion of The Network, a forecast of planned usage will be issued as part of the project. This forecast is based upon The Network's historical usage. If The Network exceeds that forecast of usage and the Supplier experiences a higher volume of sales, The Network may request a value consideration to compensate The Network for said increased sales in the form of a volume usage rebate. Supplier should include, in their proposal, the method(s) they will use to calculate the usage rebate and discuss how the rebate will be calculated and paid.

2.14.3 The Network expressly reserves the right to procure any goods or services from other sources or by other means.

**2.15 GOVERNING LAW:** Any agreement resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

**2.16 RELATIONSHIP OF THE PARTIES:** It is understood and agreed that the Supplier is a separate legal entity from Uplift Education and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of Uplift Education. The Supplier assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

**2.17 NO WAIVER OF IMMUNITY:** The Network does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any agreement or contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of Uplift Education. No waiver of a breach of any provision of the contract and/or agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

**2.18 INDEMNIFICATION:** THE SUPPLIER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND Uplift Education AND EACH OF IT'S RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S AND EXPERT'S FEES, COURT COSTS AND EXPENSES INCURRED BY Uplift Education AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS,

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**DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY SUPPLIER AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH SUPPLIER'S PERFORMANCE OF THE AGREEMENT.**

**All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.**

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

**2.19 NOTICE:** Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: ***Supplier's Contact Name and Address***

To: Uplift Education Attn: Chief Legal Officer  
3000 Pegasus Park Drive  
Suite 1100  
Dallas, TX 75247

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

**2.20 SECTION HEADINGS:** The headings of sections and paragraphs contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

**2.211 THIRD PARTY BENEFICIARIES:** Nothing relating to this project shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against Uplift Education or the Supplier(s).

**2.22 DISPUTE RESOLUTION:** At the option of The Network, the Supplier and The Network agree that prior to filing any suit, administrative proceeding, or other legal proceeding, related to this Agreement, each party shall submit any and all disputes to the alternative dispute resolution process of non-binding mediation. The Supplier and The Network further agree to attend the mediation and to participate in settlement negotiations in a good faith effort to resolve any and all disputes through a written settlement agreement. The mediation shall take place in Harris County, Texas, and will be conducted by a mediator mutually selected by the parties. If the parties are unable to agree on a mediator, each party shall submit a list of up to three names as a mediator along with a curriculum vitae and costs associated with each name submitted. Each party will alternate in striking one name from the list until only one name remains. The remaining name will be the agreed upon mediator. Uplift Education will have the first opportunity to strike a name from the list. All fees and costs of the mediator shall be shared equally between the parties. No formal record shall be made of the mediation.

## RFP # 23-01-12 Summer Enrichment

### **2.23 TERMINATION:**

2.23.1 The Network reserves the right to terminate, without cause and for any reason, the Agreement resulting from this RFP upon seven (7) calendar days prior written notice, or five (5) days prior written notice for cause.

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

### **2.24 DEFECTIVE / NON-CONFORMING WORK:**

2.24.1 If, following seven (7) calendar days of a written notice to a Supplier identifying defective or nonconforming work, the Supplier or its subcontractors fail to correct such defective or nonconforming work, Uplift Education may order the Supplier to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Supplier or its subcontractors.

2.24.2 Should the Supplier not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of Uplift Education's order to stop further work, as set forth above, Uplift Education may cause the removal, repair or correction of the defective or nonconforming work and may charge all associated costs of the same to the Supplier.

**2.25 DEFAULT CONDITIONS:** 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"), Uplift Education 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 five (5) days prior written notice to the Supplier. Uplift Education will then be relieved of all obligations, except to pay the reasonable value of the Supplier's prior performance, satisfactory to Uplift Education (at a cost not exceeding the agreement rate and subject to any claims, costs and expenses incurred by Uplift Education as a result of Supplier default). In the event of default, Uplift Education is expressly authorized to obtain the goods or services that would have been provided by Supplier under this Agreement from an alternative source. The Supplier will be liable to Uplift Education for all costs exceeding the Agreement price that Uplift Education incurs in completing or procuring the services and goods as provided for in the Agreement. Uplift Education's right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

**2.26 WARRANTIES:** SUPPLIER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE AGREEMENT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING AGREEMENT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. SUPPLIER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING AGREEMENT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE NETWORK'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE AGREEMENT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE NETWORK'S PROJECT MANAGER.

**2.27 USE BY OTHER GOVERNMENT ENTITIES:** The Texas Education Code 44.031 (a)(4) allows for government entities, i.e. state agencies, local governments and school Networks, 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. Any of the above entities may be granted the privilege of joining the awarded Agreement. In the event Uplift Education allows another

## RFP # 23-01-12 Summer Enrichment

governmental entity to join the Agreement, it is expressly understood that Uplift Education shall in no way be liable for the obligations of the joining governmental entity.

**2.28 THIRD PARTIES:** Nothing in this RFP shall create a contractual relationship with or a cause of action in favor of a third party against either Uplift Education or the Supplier.

**2.29 UNENFORCEABLE SECTIONS:** If any portion of this RFP or any Agreement is deemed to be unenforceable, the remainder of the RFP and Agreement shall be construed as if such unenforceable provisions had never been contained therein.

**2.30 MWBE PARTICIPATION GOAL:** The Supplier shall report their MWBE participation goal as a percent of the total compensation. This information shall be identified per firm, discipline and participation.

**2.31 SUBCONTRACTING:** The Supplier shall not subcontract services provided in this RFP without prior written approval by Uplift Education.

**2.32 WORK STOPPAGE:** In no event shall Uplift Education be liable or responsible to the Supplier or any other person for our on account of, any stoppage or delay in work.

**2.33 HAZARDOUS MATERIALS:** In the performance of the Supplier's services, the Supplier shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Supplier shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Supplier's activities.

**2.34 BUSINESS ETHICS:** During the course of the project awarded by this RFP, the Supplier will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over \$25.00, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of Uplift Education, its authorized agents and representatives, or to family members of any of them. At any time the Supplier believe there may have been a violation of this obligation, the Supplier shall notify Uplift Education of the possible violation. Uplift Education is entitled to request a representation letter from the Supplier, its subcontractors or vendors at any time to disclose all things of value passing from the Supplier, its subcontractors or vendors to Uplift Education's personnel or its authorized agents and representatives.

**2.35 ATTORNEY FEES:** In connection with Uplift Education's defense of any suit against it and/or Uplift Education's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any agreement, in which Uplift Education prevails as to all or any portion of its defense(s), claims, counterclaims or actions, Uplift Education shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

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## III. SCOPE OF WORK AND SPECIFIC CONDITIONS

### 3.1 SCOPE OF WORK:

At minimum, the Network is seeking the following goods and/or services to be provided by the Supplier(s): Enrichment programming, including hands-on activities and labs, classroom/auditorium presentations and expos, group activities and challenges that are designed to enhance learning in summer school classrooms and engages students in their summer learning experiences.

#### SERVICES TO BE PROVIDED:

- Enrichment Programming [Programming] for students attending Uplift Summer School [SummerRISE] across the Uplift Network. Programming shall serve to enhance summer school learning and will take place on specific SummerRISE dates (see Exhibit A). Students receiving Programming will be in grades PreK, Kinder, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> across the entire network (Dallas-Fort Worth). The students will be rising into Kinder, 1<sup>st</sup>, 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> grade in the 2023-2024 school year. SummerRise sites will range in enrollment up to 220 students needing to be served with Enrichment programming (See Exhibit B for enrollment information). Providers should be equipped to support one or more region as outlined below:

Region	County	Number of Sites/Estimated # of Students in Grades 2 <sup>nd</sup> -5 <sup>th</sup>
Dallas	Dallas	8 / 950
Arlington	Tarrant	1 / 100
Fort Worth	Tarrant	4 / 360

- Provide a series of 1-1.5 hour programming opportunities on a rotating basis to all SummerRISE Sites. Provider must be able to accommodate 200 scholars per site per day from regions that Provider is replying to from above listing. Sessions can be delivered in the classroom (20 students at a time) or by grade level in a large-group format (50 students in cafeteria or auditorium), a combination of both, or both formats on a rotating basis. Sessions should not be repeated at the same site as the students will be the same throughout the SummerRISE program.

- Provide skilled, qualified, and experienced personnel (including Texas public school background check). with SLA of 98% staff attendance and ability to provide adequate substitute instructors as needed.

- Provide enrichment programming that helps to increase interest and achievement in Reading, English Language Arts, Math, Science, Writing, Physical Education, and the Arts. The goal is to engage and excite students in academically aligned enrichment programming and encourage attendance.

- Provide information on how the program content being provided is selected, explanation of learning objectives and concepts to be covered.

- Ensure program alignment to UPLIFT TEKS-aligned Network curriculum.



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### **3.2 QUESTIONNAIRE**

Please provide responses to the below questions as an Appendix to Proposal.

#### **Program Content**

1. Please describe the overarching content area(s), learning outcomes, TEKS alignment of your enrichment programming?
2. Is your programming designed for, or can it be made accessible to, students in Pre-Kinder through 6<sup>th</sup> grade grade?
3. How many different sessions are you able to provide and in which subject areas?
4. Describe the customization capabilities of your program content to fit the needs of Uplift.
5. How long are the program sessions to be provided?
6. What is the format of the program (classroom program, auditorium program, other)?
7. How much of your programs include hands on learning?

#### **Capacity, Scale and Staffing**

8. Programming will be needed for 54-200 scholars in PreK through 5<sup>th</sup> grade. How many sessions can your instructors provide per day? How many campuses (in either or both counties) will your staff be able to accommodate per day?
9. Is your organization able to serve schools in both Dallas and Tarrant Counties? Please see full list of schools and locations in Exhibit A.
10. How many instructors will you plan to staff for this program?
11. What is the experience level of your instructors?
12. Please describe the classroom management experience of your instructors, specifically in managing classroom sizes of 18 students and across grades PreKinder-5<sup>th</sup> grade
13. What specific strategies do your instructors use to engage scholars?
14. What is your on-time and attendance rates for programs you serve?
15. How do you ensure you're able to staff all programs and account for employees who are out?
16. What support will you need from Uplift summer school staff if any?

#### **Pricing**

17. Please indicate the cost for your product/services
18. Describe what's included in the pricing.
19. Please provide the overall pricing for proposed Programming as well as a per student pricing structure.

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**3.3 SPECIFIC CONDITIONS:** Include responses to questions in Section 3.2 as an Appendix A.

**3.4 SPECIFICATIONS:** [N / A]

**3.5 COST:** Supplier shall provide a 30-day written notice of any price changes during the term of the Agreement and provide supporting manufacturer and/or distributor documentation to support such price adjustments.

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

If the evaluation committee has reasonable grounds to believe that the proposer with the highest ranking score is unable to perform the required services to the satisfaction of Uplift Education, Uplift Education reserves the right to make an award to another proposer who in the opinion of the evaluation committee would offer Uplift Education the best value. Some indicators (but not a complete list) of probable supplier/proposer performance concerns are: past supplier performance; the proposer's financial resources and ability to perform; the proposer's experience or demonstrated capability and responsibility; and the supplier's ability to provide a reliable on-going business relationship and the maintenance of on-going agreements and support.

Criteria #	Criteria Description	Weighted Value
1	the purchase price	30%
2	the reputation of the Proposer and of the Proposer's goods or services	10%
3	the quality of the Proposer's goods or services	30%
4	the extent to which the goods or services meet The Network's needs	10%
5	the Proposer's past relationship with The Network	5%
6	the impact on the ability of The Network to comply with laws and rules relating to historically underutilized businesses	10%
7	the total long-term cost to The Network to acquire the Proposer's goods or services	0%
8	for a 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 vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	5%
9	List and weigh any other relevant factors	NA

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BANK NAME \_\_\_\_\_ OFFICER'S NAME \_\_\_\_\_

BANK ADDRESS \_\_\_\_\_ CITY STATE ZIP \_\_\_\_\_

OFFICER'S TELEPHONE NUMBER \_\_\_\_\_ OFFICER'S FAX NUMBER \_\_\_\_\_

I attest that I have answered the questions regarding company information truthfully and to the best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

## RFP # 23-01-12 Summer Enrichment

### 4.1 CERTIFICATION AND DISCLOSURE STATEMENT:

A person or business entity entering into a contract and/or agreement with Uplift Education is required by Texas Law to disclose, in advance of the contract and/or agreement award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individually owned Company:

Has the owner(s) ever been convicted of a felony?  Yes  No

If a Corporation, Partnership, Limited Partnership, etc:

Has any owner, or partner, of your business entity been convicted of a felony?  Yes  No

Has any manager or director of your entity been convicted of a felony?  Yes  No

Has any employee of your entity been convicted of a felony?  Yes  No

If Yes, give details:

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If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence. (Attached additional pages, if necessary.)

I attest that I have answered the questions concerning prior convictions truthfully and to the best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

## RFP # 23-01-12 Summer Enrichment

### 4.2 FREE OF INDEBTEDNESS STATEMENT:

The Texas Education Code (Section 44.044) provides that school Networks, by resolution of the Board of Trustees, may establish regulations requiring that persons or entities entering into a contract and/or agreement or transaction with The Network not be indebted to The Network. The Board of Education has approved a resolution establishing policy that requires that the awarded, or selected, suppliers be free of any indebtedness to The Network. The following information must be completed by individual and/or business entities.

List all the tax account numbers for all property taxes due Uplift Education

_____	_____
_____	_____
_____	_____
_____	_____

Are all City, County, and Uplift Education property taxes, both real and personal, assessed against property owned by individual and/or business entity paid?

Yes  No

If you answer “no” to this question, provide detail of the amounts due The Network and your current plan to satisfy this indebtedness.

I attest that I have answered the questions regarding indebtedness to the Uplift Education truthfully and to the best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER’S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE



## RFP # 23-01-12 Summer Enrichment

### **4.3 CERTIFICATION AND DISCLOSURE STATEMENT:**

A person or business entity entering into a contract and/or agreement with HISD is required by Texas Law to disclose, in advance of the contract and/or agreement award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individually owned Company:

Has the owner(s) ever been convicted of a felony?

- Yes  
 No

If a Corporation, Partnership, Limited Partnership, etc:

Has any owner, or partner, of your business entity been convicted of a felony?

- Yes  
 No

Has any manager or director of your entity been convicted of a felony?

- Yes  
 No

Has any employee of your entity been convicted of a felony?

- Yes  
 No

If Yes, give details:

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If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence. (Attached additional pages, if necessary.)

I attest that I have answered the questions concerning prior convictions truthfully and to the best of my knowledge.

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CORPORATE OFFICER'S SIGNATURE

---

PRINTED NAME

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TITLE

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### 4.4 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

The undersigned certifies on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred or suspended by any Federal Agency.

The undersigned agrees to notify The Network in the event that the company or any of its key employees are proposed for debarment, debarred or suspended by any Federal Agency or by any State of Texas agency. Notification shall take place within five (5) business days after the company or employee is notified of either debarment or suspension or possible debarment or suspension. Notification shall be sent to Uplift Education, 3000 Pegasus Park Drive, Suite 1100, Dallas TX 75247.

I attest that I have answered the questions regarding debarment and suspension truthfully and to the best of my knowledge.

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CORPORATE OFFICER'S SIGNATURE

---

PRINTED NAME

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TITLE

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### 4.5 STATEMENT OF NON-COLLUSION:

The undersigned Proposer does hereby certify:

- a) That all statements of fact in such proposal are true.
- b) That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- c) That such proposal is genuine and not collusive or sham.
- d) That Proposer(s) has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of The Network or of any other bidder or anyone else interested in the proposed procurement.
- e) That Proposer(s) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.
- f) That Proposer(s) did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.
- g) That Proposer(s) did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information on data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to The Network, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.
- h) That Proposer(s) did not provide, directly or indirectly to any officer or employee of The Network any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.

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- i) That no officer or principal of the undersigned firm is related to any officer or employee of The Network by blood or marriage within the third degree or is employed, either full or part time, by The Network either currently or within the last two (2) years.
  
- j) That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal anti-trust law in connection with the bidding, award of, or performance of any public work contract and/or agreement with any public entity.

I attest that I have answered the questions regarding non-collusion truthfully and to the best of my knowledge.

\_\_\_\_\_  
CORPORATE OFFICER'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

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**4.6 ANTITRUST CERTIFICATION STATEMENT:**

**(Texas Government Code §2155.005)**

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 bid, 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.

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

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

Phone \_\_\_\_\_

Facsimile \_\_\_\_\_

Proposer Signature \_\_\_\_\_

Proposer Printed Name \_\_\_\_\_

Position with Company \_\_\_\_\_  
(IF DIFFERENT FROM ABOVE)

Official Authorizing Proposal \_\_\_\_\_

Corporate Officer's Signature \_\_\_\_\_

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

Position with Company \_\_\_\_\_

# RFP # 23-01-12 Summer Enrichment

# RFP # 23-01-12 Summer Enrichment

## **RFP # 23-01-12 Summer Enrichment**

### **V. VENDOR APPLICATION FORMS**

#### **Vendor Application Forms**

If the project is awarded, Proposer will need to completed the Uplift Vendor Application. If the proposer wishes to complete the documentation prior to the award announcement, forms can be accessed at the following address

<https://www.upliftparent.org/Page/15049>



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### VI. FORM H - (MASTER SERVICE AGREEMENT)

**No deviations or exceptions to this RFP will be accepted.** The Proposer(s) assures Uplift Education of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of the RFP. **MASTER SERVICE AGREEMENT MUST BE SIGNED BY EACH PROPOSER(S) AND RETURNED WITH THE RFP RESPONSE SUBMISSION.**

Form 1295

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**VII. FORM 1295-CERTIFICATE OF INTERESTED PARTIES**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																																											
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																																											
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>																																													
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>																																													
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.</b>																																													
<b>4</b>		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="text-align: center;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 15%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																				
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<b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/>																																													
<b>6 AFFIDAVIT</b>		I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.																																											
_____ Signature of authorized agent of contracting business entity																																													
AFFIX NOTARY STAMP / SEAL ABOVE																																													
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.																																													
_____ Signature of officer administering oath		_____ Printed name of officer administering oath																																											
		_____ Title of officer administering oath																																											
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																													

## RFP # 23-01-12 Summer Enrichment

### Exhibit A: Summer Enrichment Dates and Schedule

- I. **Program Sites**<sup>1</sup>: Enrichment Programming is to be provided at all the following sites on the specified dates stated in Section II.

Summer School Site	County	Schools Attending Site
Uplift Ascend 3301 Turf Paradise Pkwy Fort Worth, TX 76140	Tarrant	Uplift Ascend
Uplift Atlas 4600 Bryan Street Dallas, TX 75204	Dallas	Uplift Atlas Uplift White Rock Hills
Uplift Elevate 10800 Chapin Road Fort Worth, TX 76108	Tarrant	Uplift Elevate
Uplift Grand 300 E Church St Grand Prairie, TX 75050	Dallas	Uplift Grand
Uplift Heights Primary 2202 Calypso Street Dallas, TX 75212	Dallas	Uplift Heights Primary
Uplift Infinity 1401 S. MacArthur Irving, TX 75060	Dallas	Uplift Infinity
Uplift Luna 2020 N. Lamar Dallas, TX 75202	Dallas	Uplift Luna
Uplift Meridian 1801 S. Beach Street Fort Worth, TX 76105	Tarrant	Uplift Meridian
Uplift Mighty 3700 Mighty Mite Drive, Fort Worth, TX 76105	Tarrant	Uplift Mighty
Uplift North Hills 606 E. Royal Lane Irving, TX 75039	Dallas	Uplift Williams Uplift Triumph Uplift North Hills
Uplift Pinnacle 2510 South Vernon Avenue Dallas, TX 75224	Dallas	Uplift Pinnacle
Uplift Summit 1305 North Center Street Arlington, TX 76011	Tarrant	Uplift Crescendo Uplift Summit
Uplift Wisdom 301 W. Camp Wisdom Rd. Dallas, TX 75232	Dallas	Uplift Hampton Uplift Wisdom Uplift Gradus

<sup>1</sup> Sites are subject to change until April 2023

# RFP # 23-01-12 Summer Enrichment

## II. Dates for Enrichment Programming

Below are the dates<sup>2</sup> on which Partner Enrichment Programming will take place Provider must be able to provide Programming at one or more site on a minimum of 3 dates below.

**June: 14, 16, 20, 23, 27, 29**

**July: 5, 10, 13, 14, 17, 19**

## III. Enrichment Program Schedule

Enrichment Programming will take place during 3<sup>rd</sup> Period on dates specified above

<b>3<sup>rd</sup> Period Rotation Schedule</b>
<b>11:10-11:30</b> PreK, Kinder and 3rd grades at Lunch 4th and 5th grades in Partner Enrichment
<b>11:30-12:00</b> PreK, Kinder and 3rd grades at Recess 4th and 5th grades in Partner Enrichment
<b>12:15-12:45</b> PreK, Kinder and 3rd in Partner Enrichment 4th and 5th grades at lunch
<b>12:45-1:15</b> PreK, Kinder and 3rd in Partner Enrichment 4th and 5th grades at recess

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<sup>2</sup> These are subject to change prior to April 1, 2023

## RFP # 23-01-12 Summer Enrichment

### Exhibit B: Projected Enrollment

Enrollment Targets for Enrichment Programming. Grades will be divided into Sections of 18.

SummerRISE Site (Total students to be served)	Current PreK/Rising Kinder	Current Kinder/Rising 1 <sup>st</sup>	Current 3 <sup>rd</sup> /Rising 4 <sup>th</sup>	Current 4 <sup>th</sup> /Rising 5 <sup>th</sup>	Current 5 <sup>th</sup> /Rising 6 <sup>th</sup>
Ascend (108)	18	18	36	18	18
Atlas (126)	18	18	36	18	36
Elevate (54)	36	18	18	18	18
Grand (54)	18	18	18	18	18
Heights (126)	18	18	18	18	18
Infinity (126)	18	18	18	18	18
Luna (54)		18	18		18
Meridian (72)		18	18	18	18
North Hills (216)	36	36	54	54	36
Pinnacle (54)		18	18		18
Summit (108)		18	18	36	36
Wisdom (198)	18	18	54	54	54