



Texas Region 10 ESC (Equalis Group)

UPD Consulting Educational Data, Analytics and Consultative Solutions

January 15, 2020

Version: Final

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Tab 1 – Entire Vendor Contract and Signature Form (Appendix A)

- a. General T&C Acceptance Form (Appendix D)**
- b. Attachment A Exceptions Form (Attachment A, 1st Page)**

Tab 2 – Questionnaire (Appendix E)

Appendix E: QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Respondent must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

<input type="checkbox"/>	Alabama	<input type="checkbox"/>	Montana
<input type="checkbox"/>	Alaska	<input type="checkbox"/>	Nebraska
<input type="checkbox"/>	Arizona	<input type="checkbox"/>	Nevada
<input type="checkbox"/>	Arkansas	<input type="checkbox"/>	New Hampshire
<input type="checkbox"/>	California	<input type="checkbox"/>	New Jersey
<input type="checkbox"/>	Colorado	<input type="checkbox"/>	New Mexico
<input type="checkbox"/>	Connecticut	<input type="checkbox"/>	New York
<input type="checkbox"/>	Delaware	<input type="checkbox"/>	North Carolina
<input type="checkbox"/>	District of Columbia	<input type="checkbox"/>	North Dakota
<input type="checkbox"/>	Florida	<input type="checkbox"/>	Ohio
<input type="checkbox"/>	Georgia	<input type="checkbox"/>	Oklahoma
<input type="checkbox"/>	Hawaii	<input type="checkbox"/>	Oregon
<input type="checkbox"/>	Idaho	<input type="checkbox"/>	Pennsylvania
<input type="checkbox"/>	Illinois	<input type="checkbox"/>	Rhode Island
<input type="checkbox"/>	Indiana	<input type="checkbox"/>	South Carolina
<input type="checkbox"/>	Iowa	<input type="checkbox"/>	South Dakota
<input type="checkbox"/>	Kansas	<input type="checkbox"/>	Tennessee
<input type="checkbox"/>	Kentucky	<input type="checkbox"/>	Texas
<input type="checkbox"/>	Louisiana	<input type="checkbox"/>	Utah
<input type="checkbox"/>	Maine	<input type="checkbox"/>	Vermont
<input type="checkbox"/>	Maryland	<input type="checkbox"/>	Virginia
<input type="checkbox"/>	Massachusetts	<input type="checkbox"/>	Washington
<input type="checkbox"/>	Michigan	<input type="checkbox"/>	West Virginia
<input type="checkbox"/>	Minnesota	<input type="checkbox"/>	Wisconsin
<input type="checkbox"/>	Mississippi	<input type="checkbox"/>	Wyoming
<input type="checkbox"/>	Missouri		

☒ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

<input type="checkbox"/>	American Samoa	<input type="checkbox"/>	Northern Marina Islands
<input type="checkbox"/>	Federated States of Micronesia	<input type="checkbox"/>	Puerto Rico
<input type="checkbox"/>	Guam	<input type="checkbox"/>	U.S. Virgin Islands
<input type="checkbox"/>	Midway Islands		

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with?

☒ Yes ☐ No

- If the answer is yes, do you plan to offer your program or partnership through Equalis Group.

☐ Yes ☒ No

- (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

Yes No

- Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?

☐ Yes ☒ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Diverse Vendor Certification Participation

It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority / Women Business Enterprise

Respondent certifies that this firm is an M/WBE

☒ Yes ☐ No

List certifying agency:

Jurisdiction	Type of Certification	Certification Number	Original Approval Date	Expiration Date
Baltimore	MBE	08-005043	9/23/2010	9/1/2020
Delaware	MBE	DE17082857		8/22/2020
Maryland (MDOT)	MBE; DBE	09-222	5/26/2010	Renewal in progress
New Jersey	MBE; DBE	49818-21	9/17/2010	Renewal in progress
New York	MBE	54908	3/26/2010	11/21/2021
Tennessee	MBE	031611-01	3/16/2013	3/16/2022
Prince George's County (MD)	MBE	17-12838		12/10/2019
Oregon	MBE	11691		1/25/2020

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is an SBE

☒ Yes ☐ No

List certifying agency:

Jurisdiction	Type of Certification	Certification Number	Original Approval Date	Expiration Date
Kansas	DBE	N/A	9/28/2011	3/1/2020
Maryland (MDOT)	MBE; DBE	09-222	5/26/2010	Renewal in progress
New Jersey	MBE; DBE	49818-21	9/17/2010	Renewal in progress
Pennsylvania	DBE	8103	2/22/2017	9/1/2020
Oklahoma	DBE	1209	8/20/2015	3/19/2020
Washington (state)	DBE	D3M0024130	2/19/2016	Renewal in progress
Texas	DBE	N/A	4/5/2016	4/13/2019
City of Chicago	DBE	N/A	4/20/2016	4/15/2019

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE

Yes ☐ No ☒

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB

Yes ☐ No ☒

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone

Yes ☐ No ☒

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder

Yes ☐ No ☒

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Baltimore, State of Maryland.

5. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for: Contract Management

Contact Person: Eric Valcheff

Title: Director of Strategic Partnerships

Company: UPD Consulting

Address: 2526 St. Paul Street

City: Baltimore State: MD Zip: 21218

Phone: 412.716.9489 Fax: N/A

Email: evalcheff@updconsulting.com

Company contact for: Billing & Reporting/Accounts Payable

Contact Person: Patrick Cook

Title: Partner, Business Strategy and Operations

Company: UPD Consulting

Address: 2526 St. Paul Street

City: Baltimore State: MD Zip: 21218

Phone: (844) 873-8483 Fax: N/A

Email: pcook@updconsulting.com

Company contact for: Marketing

Contact Person: Eric Valcheff

Title: Director of Strategic Partnerships

Company: UPD Consulting

Address: 2526 St. Paul Street

City: Baltimore State: MD Zip: 21218

Phone: 412.716.9489 Fax: N/A

Email: evalcheff@updconsulting.com

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input checked="" type="checkbox"/> Other <u>Technical Services Provider</u> |

8. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ ☐

Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

Pricing submitted includes the required administrative fee. (Fee calculated based on invoice price to customer)

☒ ☐

Yes No

Additional discounts for purchase of a guaranteed quantity?

☒ ☐

Yes No

9. Cooperative/Group Purchasing Experience

List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name

Contract Number

Expiration Date

NONE – N/A

Tab 3 – Company Profile

Appendix F: COMPANY PROFILE

General Profile

1. *Company's official registered name:* Urban Policy Development, LLC, d/b/a UPD Consulting
2. *Brief history of your company, including the year it was established.*

Website address: www.updconsulting.com

Mission: We unleash an organization's power to change lives.

Vision: Good ideas lead to great outcomes through strong public sector leadership and management.

UPD was founded in 2006 UPD has been in business continuously since. As a minority-owned company, we fundamentally believe in the necessity and value of public sector organizations to improve our society and the lives of those who live in it—especially education-sector organizations that are actively seeking to improve the lives of those who have been historically and systematically left behind.

We use our skills, experience, and agency to facilitate transformational change efforts, bringing broad and deep experience in continuous improvement and systems implementation to achieve organizational goals. We are a company of former educators and public-sector leaders committed to helping our clients drive change that supports education transformation. We bring our insiders' understanding of education's challenges to implement effective reform initiatives at scale. For those seeking improvements in performance, UPD provides end-to-end management consulting and technology services focused on ensuring the use of data results in positive changes.

UPD consultants have worked with all levels of public education, from executive offices in state education agencies and school districts right down to the classroom — not just as consultants, but as employees inside these organizations, the consumers of the type of data this project will provide. UPD has a long history of helping clients drive instructional and technical innovation.

UPD's technology group evolved out of our implementations of data use into public education strategic planning and performance management initiatives. Because data-driven transformation relies on complete and actionable data, UPD set out to help solve this pervasive issue of siloed information among disconnected tools and software in our schools. At the same time the Michael & Susan Dell Foundation launched the Ed-Fi Alliance to boost student achievement by empowering educators with real-time, comprehensive insight into every student through a single, secure data standard. UPD joined the Ed-Fi Community becoming one of the earliest to lead Ed-Fi systems integrations work. Our technical work in systems interoperability, informed by our performance management roots, focuses on how the integrated information is actually used. We work alongside our clients to build use cases based on the needs of educators so that their visualizations and reports surface a complete profile of learning.

Today, we're advancing the Ed-Fi standard in conjunction with the CEDS model, helping states and districts leverage data to ultimately advance student achievement. We are known for our flexible approach in implementing data management, the "Ed-Fi Road Trip", and have found that organizational commitment to data governance is the single most impactful step that our clients take in their interoperability journey. Our technical assistance work extends the foundation of data governance into ODS/data warehouse and education intelligence strategies for learning performance, operations, talent and finance.

UPD Consulting is a minority-owned, management consulting firm that provides services to support

data-driven decision making nationally to state and local government agencies, school districts, non-profits, and foundations. Our organizational structure is relatively flat. Our team is made up of 35 employees in five job categories: associate consultant, consultant, senior consultant, director, and account executive. In addition to these five, UPD also has a small operations team and four owners who serve as the executive leadership of the company.

3. *Company's Dun & Bradstreet (D&B) number.* DUNS 147234905
4. *Corporate office location.* 2526 St. Paul Street, Baltimore, MD 21218-4982
5. *List the total number of salespersons employed by your organization within the United States, broken down by market.*

There are 12 members of the UPD business development team. (8 in-office (Baltimore and DC) and 4 remote employees; Illinois, Florida, Pennsylvania, California).

UPD leads its business development effort organically. We look for opportunities to partner to solve complex management challenges at the intersection of public policy and the real world. Our efforts are well known in the public sector. Our business development work is organized as a weekly series of scrums. A coordinated scrum takes place across the team leads. Secondary scrums also occur each week for management and technology. Campaigns and funding events are tracked via Zoho CRM as well as pursuits. Our CRM is a moderately sophisticated deployment, containing all State and Regional Education Agencies as well as all Local Education Agencies (over 2500 students). The CRM is updated with statistical data on school funding and other key components. We regularly partner with other industry thought partners to collaborate on marketing content (webinars, white papers, industry events and more.)

6. *List the number and location of offices, or service centers for all states being proposed in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.*

All work is coordinated out of our headquarters, 2526 St. Paul Street, Baltimore, MD 21218-4982.

- Eric Valcheff, Director of Strategic Partnerships
evalcheff@updconsulting.com 412.716.9489

7. *Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:*
 - a. Sales*
 - i. Eric Valcheff, Director of Strategic Partnerships
 - ii. evalcheff@updconsulting.com 412.716.9489
 - b. Sales Support*
 - i. Eric Valcheff, Director of Strategic Partnerships
 - ii. evalcheff@updconsulting.com 412.716.9489
 - c. Marketing
 - i. Eric Valcheff, Director of Strategic Partnerships
 - ii. evalcheff@updconsulting.com 412.716.9489
 - d. Financial Reporting*
 - i. Patrick Cook, Partner
 - ii. pcook@updconsulting.com (844) 873-8483
 - e. Executive Support*
 - i. Patrick Cook, Partner
 - ii. pcook@updconsulting.com (844) 873-8483

*Please see section below (Resumes of Key Personnel)

8. *Define your standard terms of payment.*

Terms of Payment are generally based on executed work orders or purchase orders. Invoicing may be structured on milestones (negotiated percent of completion) or upon receipt of order, net 30. Given the requirements of public funding as well as work supported by Grantmakers, this is reviewed on a case-by-case basis based on client needs, as approved by all parties (UPD, funder and client).

9. *Who is your competition in the marketplace?*

Our primary competition is from agencies choosing to attempt the work without assistance. We often enter agreements when this internal effort becomes unmanageable for the organization to self-sustain and they turn to UPD for help based on our general reputation or prior work with the agency. Therefore, much of our work is sole-sourced. Our competitors in open Solicitations include ESP Solutions, Double Line Partners, Learning Mate and Student 1.

10. *Overall annual sales for last three (3) years.*

Annual Sales approach \$5M. Financial disclosures are available under a separate NDA should UPD be selected as a finalist in your evaluation.

11. *Overall public sector sales, excluding Federal Government, for last three (3) years.*

Annual Sales approach \$5M. Financial disclosures are available under a separate NDA should UPD be selected as a finalist in your evaluation.

12. *What is your strategy to increase market share?*

Over the past 13 years UPD has seen consistent growth in both staff expertise and breadth of our services. We have had no major restructuring, mergers or downsizing and no financial hardships resulting in bankruptcy or reorganization. Our business development philosophy is selective, not growth for growth's sake. We pursue opportunities where our capabilities and resources have the highest opportunity for impact, where we can establish true partnership with our customers, and where the larger education data ecosystem can find benefit.

In 2020 UPD will expand its footprint in three primary service areas.

- Education Data Systems Integration, Data Use & Analytics* (including Ed-Fi, CEDS/Generate)
- Teacher Preparation Data Model
- Data Governance / Implementation Services

This is based on new/renewed public funding under IES/US Department of Education Statewide Longitudinal Data Systems (SLDS) and the Preschool Development Grant Birth through Five (PDG B-5) and State and Regional Opportunities such as [Texas School Finance House Bill 3](#).

*In addition to these funding sources, 2017 research suggests that the use of AI in the education sector will **grow 47.5 percent through 2021** ([eSchoolNews](#)).

13. *What differentiates your company from competitors?*

One characteristic that sets UPD apart is our experience managing complex education technology reforms from within education organizations. We understand that developing data tools in education hinges not solely on technology, but on building and sustaining new processes, skills, and collaborative relationships. Data drives UPD's performance management work, and our biggest successes have come in helping clients discover and embrace the value of data-driven management.

14. *Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).*

UPD has support commitments that are individually negotiated based on client needs. These may include 24/7 SLAs and are not addressed in this response. UPD's general Customer Services approach is phone and email. Inbound inquiries via email, phone and the website are followed-up on in real time, not to exceed 24 hours. Leads are distributed from our headquarters in Baltimore (8AM-5PM) to representatives based on factors such as territory, current workload or domain expertise.

15. *Provide your safety record, safety rating, EMR and worker's compensation rate where available.*

UPD has nothing to report.

16. *Describe areas where downtime may occur with products and services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur (For purposes of providing further clarity, examples of downtime might be a website platform that goes offline, installed equipment that requires service or other products and services that can fail or go offline)*

Not applicable. Our uptime is based on our clients' systems. UPD connects via secure encrypted VPN to client servers. Data will never leave the client servers. UPD develops, tests and moves to production according to the specs provided by the client, but always on client servers inside of their firewall.

17. *Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.*

UPD has nothing to report.

Marketing/Sales

18. *Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:*
- a. *A co-branded press release within first 30 days*
 - b. *Announcement of award through any applicable social media sites*
 - c. *Direct mail campaigns*
 - d. *Co-branded collateral pieces*
 - e. *Advertisement of contract in regional or national publications*
 - f. *Participation in trade shows*
 - g. *Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:*
 - i. *Equalis Group and Region 10 ESC Logo*
 - ii. *Link to Equalis Group and Region 10 ESC website*
 - iii. *Summary of contract and services offered*
 - iv. *Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials*

In addition to a-g above, we propose establishing a monthly call where we can share our campaigns and provide updates on advances on focus accounts and key territories. We welcome the collaboration. Please see the sample marketing plan for details, (Tab 6 Sample Marketing Campaign Plan).

UPD is deeply experienced with K12 educational institutions, employees have completed more than 200 projects in 23 states across the country—including 10 SEAs and 28 major education enterprise data solutions. We are proud of the fact that over 85% our have clients re-engaged with us for other initiatives, demonstrating the value we bring and the relationships we build.

UPD works in the education sector with clients from preschool and early literacy (birth to 5), through K-12, and into higher education. Our work in higher education focuses on teacher preparation. We work with foundations and non-profits, with school districts, state departments of education, and teacher preparation programs. Our services and products address organizational improvement using data. We implement the systems infrastructure and data visualizations that answer specific use case questions that improve outcomes.

Much of our work is derived from our reputation, the benefit of this procurement vehicle will allow our clients to streamline procurement operations that have routinely delayed our projects.

19. *Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.*

UPD welcomes this contract. Our business historically has been awarded under individual RFPs, state pre-qualification and sole source awards along with grant-funded initiatives. That said we are not part of any purchasing cooperative. Our clients will greatly benefit in that they can mitigate the sole source justification efforts. We also see this as a value-add for clients (and new prospects) that are unable to justify sole sourcing to their procurement managers. This cooperative agreement satisfies the procurement requirements and greatly reduces the level of effort to proceed with an engagement.

20. *Explain how your company plans to market this agreement to existing government customers.*

Pipeline reviews are conducted weekly, with deep reviews each month. We have already introduced the potential for this (our first/only cooperative agreement) and the aforementioned benefits to the team. We expect to 'hit-the-ground-running' upon award.

21. *Provide a detailed 90-day plan describing how the contract will be implemented within your firm.*

Pipeline reviews are conducted weekly, with deep reviews each month. We have already introduced the potential for this (our first/only cooperative agreement) and the aforementioned benefits to the team. We expect to 'hit-the-ground-running' upon award.

22. *Describe how you intend on train your national sales force on the Region 10 ESC agreement.*

Pipeline reviews are conducted weekly, with deep reviews each month. We have already introduced the potential for this (our first/only cooperative agreement) and the aforementioned benefits to the team. We expect to 'hit-the-ground-running' upon award.

23. *Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.*

Acknowledged.

24. *Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.*

UPD has never entered into an agreement such as this and as such is unable to realistically forecast or guarantee sales from this agreement.

\$ 1.00 in year one

\$ 1.00 in year two

\$ 1.00 in year three

We can say that in 2020 UPD will expand its footprint in three primary service areas.

- Education Data Systems Integration, Data Use & Analytics* (including Ed-Fi, CEDS/Generate)
- Teacher Preparation Data Model
- Data Governance / Implementation Services

This is based on new/renewed public funding under IES/US Department of Education Statewide Longitudinal Data Systems (SLDS) and the Preschool Development Grant Birth through Five (PDG B-5) and State and Regional Opportunities such as [Texas School Finance House Bill 3](#).

*In addition to these funding sources, 2017 research suggests that the use of AI in the education sector will **grow 47.5 percent through 2021** ([eSchoolNews](#)).

Administration

25. *Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).*

N/A. We do not have a history of cooperative purchasing agreements.

26. *Describe the capacity of your company to report monthly sales through this agreement.*

UPD is not a high-volume, transactional business, annualized average contract sizes exceed \$100,000. For this reason (in addition to the automated benefits of our CRM and financial system) we do not see any problem reporting monthly sales under this agreement.

27. *Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.*

Reports will be incorporated into our month-end procedures, approved by management, and submitted by our business manager to Region 10 per the process outlined in this proposal. UPD is not a high-volume, transactional business, annualized average contract sizes exceed \$100,000. For this reason (in addition to the automated benefits of our CRM and financial system) we do not see any problem reporting monthly sales under this agreement.

28. *Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.*

Unknown. We do not have a history of cooperative purchasing agreements.

31. *Please provide your company's environmental policy and/or sustainability initiative.*

UPD does not have any formal green initiatives. However, we are committed to recycling, print-reduction, encourage flexible schedules, ridesharing, telecommuting, and orient office-space selection around public transit availability.

References

29. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference: Entity Name, Contact Name and Title, City and State, Phone Number, Years Served, Description of Services, Annual Volume.

Reference

Entity Name	DC Public Schools (DCPS)
Contact Name and Title	Colin Taylor , Chief of the Office of Data Systems & Strategy
City and State	Washington, DC
Phone Number (please email)	
Years Serviced	Current
Description of Services	Ed-Fi ODS and extensions implementation and connections to data warehouse to power dashboards application, district-wide solution.
Annual Volume	+\$100,000

Reference

Entity Name	Pittsburgh Public Schools (PPS)
Contact Name and Title	Scott Gutowski former Chief Information Office (Scott recently left PPS)
City and State	Pittsburgh, Pennsylvania
Phone Number (please email)	
Years Serviced	Current
Description of Services	Ed-Fi ODS and extensions implementation and connections to data warehouse to power dashboards application, district-wide solution.
Annual Volume	+\$100,000

Reference

Entity Name	Tulsa Public Schools (TPS)
Contact Name and Title	Stephen Fedore (Hoch) former Chief Analytics Officer (Stephen recently left TPS)
City and State	Tulsa, Oklahoma
Phone Number (please email)	
Years Serviced	Current
Description of Services	Ed-Fi ODS and extensions implementation and connections to data warehouse to power dashboards application, district-wide solution.
Annual Volume	+\$100,000

Resumes of Key Personnel



ANA QUINTANA partner

RELEVANT EXPERTISE:

Ed-Fi Implementation
Teacher Preparation Systems
Implementation
Data Modeling
Data Standards
Data visualization
User training and adoption
Program Management
Financial Analysis
Risk Management
Data analysis
IT Systems Implementation
Business Process
Reengineering
Performance Management

EDUCATION:

Masters of Information
Systems Management,
Carnegie Mellon University,
2008

Bachelor of Science in
Applied Mathematics,
Mexico's Autonomous
Institute of Technology,
2002

Ana Quintana a partner at UPD Consulting where she leads the firm's Ed-Fi implementation and systems development projects. She is also an expert in performance management and statistical analysis. Her engagements include the design and development of the Teacher Preparation Data Model (TPDM) as an open-source data interoperability project. Ana is currently leading her teams with large deployments of the TPDM with several teacher preparation programs across the country. She lead the design of an open source, Ed-Fi compliant, early warning system module and a talent management module. Her Ed-Fi experience includes implementations in school districts of Portland (OR), Tulsa, and Shelby County (TN). She also leads the implementation and development of data transfer mechanisms in the District of Columbia.

Ana has over 17 years of experience in public and private sector analytics and consultancy leading to measurable results in the implementation of methodologies, process reengineering, and business solutions in the fields of risk management, finance, education, and policy creation. She has strong analytical skills that make her an expert in using data to inform organizational decision making.

Her expertise in establishing performance management processes within organizations allows clients to monitor progress towards desired outcomes. She is fluent in Spanish and English.

WORK EXPERIENCE:

UPD CONSULTING
Baltimore, MD

Partner
2016-Present

Account Executive
2013-2016

Consultant
2009-2012

CARNEGIE MELLON UNIVERSITY
Pittsburgh, PA

Project Coordinator and Teacher
Assistant at the Heinz College
School of Information Systems,
2008-2009

MEXICAN INSTITUTE FOR
COMPETITIVENESS (IMCO)
Mexico City, Mexico

Consultant
2005-2007

CAPITALIZATION AND INVESTMENT
FUND FOR AGRI-BUSINESS (FOCIR)
Mexico City, Mexico

Risk Management Coordinator
2003-2005

FINANCIERA RURAL (AGRI-BUSINESS
FINANCIAL CORPORATION)
Mexico City, Mexico

Risk Analyst
2001-2003



MARK REICHERT

chief solutions architect

RELEVANT EXPERTISE:

Software Development and
Maintenance

Data Warehousing,
Reporting and Analytics

SIF integration Development
and Implementation

Proficient in Many
Programming Languages

YEARS OF EXPERIENCE: 23

EDUCATION:

Master of Science
Coursework in Computer
Science, Florida Atlantic
University, 1995

Master of Arts Coursework
in German, Michigan State
University, 1993

Bachelor of Science in
Computer Science, Michigan
State University, 1993

Bachelor of Arts in German,
Michigan State University,
1990

Mark brings an expertise in computer science to UPD, with a special emphasis on education technology standards-centric data and development, with a long résumé of projects rooted in SIF, CEDS and Ed-Fi. He was instrumental in the publication of several U.S. and international SIF specifications, spearheaded development of the SIF Certification program and associated state certification profiles, and has recently been focused primarily on Ed-Fi implementation efforts on behalf of UPD and its clients.

Mark's recent UPD work on the Ed-Fi side includes Portland ODS/API and dashboards, Shelby County, Tennessee dashboards, early warning system and data warehouse, Tulsa cloud-hosted ODS/API, including piloting the Ed-Fi Alliance's new Temporal ODS (T-ODS), Development support for the creation of the Teacher Preparation Data Model, a large set of extensions to the Ed-Fi data model, Teacher preparation-related data and collaborative dashboard projects in New Mexico, and for Relay and US Prep. He has also been instrumental in single sign-on work for Oklahoma, an automated state data collection platform for OSSE, and UPD internal research and development on Ed-Fi-based early warning systems.

WORK EXPERIENCE:

UPD CONSULTING
Baltimore, MD

Chief Solutions Architect
2012-Present

D.H.SHA LLC
Boca Raton, FL

Owner/Consultant
2010-Present

CPSI Ltd.
Columbia, IL

Director of SIF and Data Integration
2008-2010

SIF ASSOCIATION
Washington, DC

Board of Directors, Technical Board, Task
Force Lead/Chief Technology Officer
2004-2010

MANDARIN LIBRARY
AUTOMATION, INC.
Boca Raton, FL

Senior Software Engineer
2003-2004

SIRS MANDARIN, INC.
Boca Raton, FL

Senior Software Engineer
1996-2003



BRUK WOLDEAREGAY

developer

RELEVANT EXPERTISE:

Windows Server 2003
 Server 2008
 XP
 Windows 7
 MS Access
 SQL Server
 005/2008/2008R2/2012
 SSIS
 SSRS
 SSAS
 Power BI
 Altova MapForce
 Altova XML SPY
 T-SQL
 D-SQL
 C#
 BIDS
 ERWIN
 Team Foundation Server
 (TFS)
 Git

EDUCATION:

Bachelor of Science in
 Computer and Electrical
 Engineering, Washington
 State University, 2010

Bruk has broad experience working with Ed-Fi technology and has worked in Ed-Fi 1.0, 1.1 and 1.2, 2.0, 2.3, 2.5 Ed-Fi standard as well as many state and district implementations including Nebraska, Arkansas, Tennessee, Florida, Texas and Little Rock school district, Portland school district, Tulsa school district. Currently Bruk is working as an Ed-Fi lead developer at UPD on the Tulsa public schools project.

Bruk's recent work include Ed-Fi dashboard 2.0 customization for Portland public schools and provisioning fault tolerant web and database server architecture on AWS for Tulsa.

WORK EXPERIENCE:

UPD CONSULTING Baltimore, MD	Developer 2015- Present
DOUBLE LINE PARTNERS Austin, TX	SQL/BI/.NET Developer 2013-2015
WASHINGTON FEDERAL BANK Seattle, WA	SQL/BI Analyst 2011-2013
VANTOS INC. Seattle, WA	ETL/Reports Developpe 2010-2011



MARCOS GALLO

developer

RELEVANT EXPERTISE:

Industrial Automation
 Transportation and Logistic Systems
 Software Development
 Data Collection
 Engineering
 OSHA
 Development
 Linux
 Mac OS
 Windows

Marcos is a Developer at UPD where he works on Ed-Fi implementation projects. He has more than six years of experience in industrial automation and four in transportation and logistic systems. Hands-on experience in the design, development, implementation, commissioning and maintenance of custom and generic software projects developed in various programming languages.

Marcos is fluent in Spanish, English and Portuguese.

WORK EXPERIENCE:

UPD CONSULTING Baltimore, MD	Developer 2016-Present
LABTRANS Brazil	Senior Systems Engineer 2012-2016
SEIMENS ENERGY Various locations, USA	Senior Systems Engineer 2004-2011

EDUCATION:

Bachelor of Science in
 Electrical Engineering,
 Universidad Nacional de San
 Juan, San Juan, Argentina,
 2004



ELIZABETH BRUNET

senior consultant

RELEVANT EXPERTISE:

Data Analyst
Software Development Life Cycle (SDLC)
Education Data
T-SQL
SQL Server 2008 & 2012
XML
Altova XMLSpy
Altova Mapforce
GitHub
Pivotal Tracker
JIRA
Confluence
ZenDesk
Excel
Access

EDUCATION:

Bachelor of Science in
Biology, Texas State
University, 2010

Elizabeth is a senior consultant and project manager at UPD specializing in data collection and analysis as well as Ed-Fi implementations.

Most recently, she was instrumental in developing a new Teacher Preparation Data Model as an extension of the Ed-Fi PK-12 data standard. This model enables colleges and universities to adopt the full spectrum of Ed-Fi-standardized data they need to measure, monitor, and improve teacher preparation program outcomes.

Her engagements with UPD include a range of data diagnostics and the implementation and training of Ed-Fi based projects for Tulsa Public Schools, Portland Public Schools, University of Texas at Rio Grande Valley and Relay TPP.

Prior to joining UPD, Elizabeth was a data analyst for an education consulting firm where she performed extensive data analysis to evaluate client needs and develop data and technology driven solutions. She supported integrations for the Ed-Fi data platform, connecting state education agencies and Student Information System vendors in Tennessee, Arizona, and Nebraska.

WORK EXPERIENCE:

UPD CONSULTING Baltimore, MD	Senior Consultant 2019-Present Consultant 2016- Present Associate Consultant 2015- 2016
DOUBLE LINE PARTNERS Austin, TX	Data and Business Analyst 2013-2015
PLACID CONSULTING Austin, TX	Strategic Analyst 2011-2013
TEXAS PARKS AND WILDLIFE DEPARTMENT Austin, TX	Data Entry Analyst 2011
AUSTIN GREEN CONSTRUCTION Austin, TX	Administrative Assistant 2007-2010
TEXAS PARKS AND WILDLIFE DEPARTMENT Austin, TX	Wildlife Permitting Intern 2008



EDWARD RICHARDSON

consultant

RELEVANT EXPERTISE:

ETL Development

Altova Mapforce

Web Administration

CMS Development

eCommerce Solutions

Microsoft Office

Adobe Creative Cloud

Programming Languages
(SQL, PHP, JavaScript,
HTML, Python, .net)

EDUCATION:

Bachelor of Computing
(B.Comp.), University of
Guelph, Guelph, Ontario,
2006

Edward is a Consultant at UPD and brings creative vision and progressive qualities to the team.

His engagements with UPD include a range of data diagnostics and the implementation and training of Ed-Fi based projects for Tulsa Public Schools, Portland Public Schools, Shelby County Schools and Relay TPP.

Prior to joining UPD, Edward worked as a web developer for both local and global initiatives.

WORK EXPERIENCE:

UPD CONSULTING
Baltimore, MD

Associate Consultant
2015-Present

INITIAL D&C
Milton, ON

Lead Programmer
2006 - Present

EDWARD J. DESIGN
Kitchener, ON

Freelance Web Developer/
Marketing
2005-Present

VANGOGH'S EAR/VINYL
Guelph, ON

Marketing/Entertainment
2009-Present

OM USA/CARIBBEAN
Tyrone, GA

Web Developer
2007

ACE Bermuda
City of Hamilton, Bermuda

Archiving
2005



PATRICK COOK

partner

RELEVANT EXPERTISE:

Project management
SchoolStat Performance
Measurement &
Accountability
Finance
Business Process Design

YEARS OF EXPERIENCE: 25

EDUCATION:

Masters of Business
Administration, Loyola of
Maryland, 2007

Harvard Business School,
OPM Program Executive
Education, Boston, 3 year
commitment, 2000 - 2002

Carleton University, Ottawa,
ON, Pure Science and
Electrical Engineering, 1982-
1984

University of Waterloo,
Waterloo, ON

Electrical engineering,
1979-1980

Patrick is an expert in organizational behavior and analysis who specializes in finance, performance management, process improvement, and data use for decision making. He helps clients to understand that organizations are all perfectly designed to deliver their current results, and that any desired change in those results requires some change of the organization.

He currently leads our performance management practice based on the "Stat" model. The Stat system uses data to inform decision making by measuring performance change at short intervals, and by implementing an accountability process that drives continuous improvement. Patrick's teams are engaged to transform organizations by helping them to align their structure, processes, and systems to better achieve their desired outcomes. While most organizations are flooded with data, information is often in short supply. The Stat process helps organizations efficiently use data to inform actions and decisions, and measure their impact on results. Patrick is currently working with State Education Agencies, schools districts, and turnaround schools to implement the SchoolStat Process to accelerate organizational improvement. He also manages project teams in our organizational transformation and data use and system adoption practices.

In addition to his work in the public sector, Patrick has a history of starting and growing successful small businesses. As CEO of LCM Associates, he was responsible for developing and implementing the organizational structures and business processes, as well as the company's strategic and marketing plans. Prior to that, Patrick was involved in development and construction in various segments of Baltimore's urban renewal.

WORK EXPERIENCE:

UPD CONSULTING Baltimore, MD	Partner 2007-Present
WARFIELD-DORSEY COMPANY, INC. Baltimore, MD	Finance Consultant 2005-2007
LCM ASSOCIATES, INC., Baltimore, MD	Founder & CEO 1990-2004
FINE CARPENTRY Baltimore, MD	Partner 1986-1990
RIVERSIDE DEVELOPMENT CORPORATION Baltimore, MD	Partner 1984-1986



ERIC VALCHEFF

director of strategic partnerships

RELEVANT EXPERTISE:

Sales Management

Salesforce

Technology

Business Development

Marketing

Proposal Writing

Strategic Planning

EDUCATION:

Bachelor of Arts in
Psychology. University of
Colorado, 1995

As a Director of Strategic Partnerships at UPD, Eric works to help advance the mission of public education by forging public, non-profit and corporate partner relations in K-12 and Higher Education. He firmly believes that the transformation of education starts with optimized processes, quality data and scalable technology through open standards such as Ed-Fi. Transformation happens when you bring people together around sound data, a shared understanding of the vision and the work, and a clear process for working together. Eric has been instrumental in client development, sales and strategic implementation of fiscal and student-centered learning and information management systems in states and districts around the country including New York, Philadelphia, Miami-Dade and Chicago. A hands-on, accomplished sales and sales management leader with an unmatched drive to succeed, Eric has built highly successful enterprise teams and created effective strategies to support them.

Eric is a mission-driven education technology professional and K-12 school reform strategic thinker with a background in Cognitive Science, Business, Software and Technology from Carnegie Mellon University and the University of Colorado at Boulder. Prior to joining UPD from PowerSchool in 2019, Eric spent 15 years with Schoology and Apangea Learning. When he isn't working or coaching, you'll probably either find Eric with his wife and their three energetic kids in a park somewhere or chasing after his dog.

WORK EXPERIENCE:

UPD CONSULTING Baltimore, MD	Director of Strategic Partnerships 2019-Present
PowerSchool Folsom, CA	Ohio Fiscal/Student Sales 2017-2019
Schoology New York, NY	Regional Vice President of Sales 2012-2017
Apangea Pittsburgh, PA	Director of Sales and Strategic Accounts 2005-2012
Software Manufacturing Pittsburgh, PA	Senior Account Executive 2002-2005
Robert Half Int'l. (NYSE:RHI) Washington, DC	Senior Account Executive 1999-2002
Staffbusiness.com Washington, DC	Entrepreneur 1998-1999
TKV Consulting Denver, CO	Assistant GM Broker/Analyst 1996-1998

Tab 4 – Product / Services (Appendix B)

Appendix B: PRODUCT / SERVICES SPECIFICATIONS

Products and Services Covered:

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive line of Educational Data, Analytics and Consultative Solutions. Detailed information regarding the solutions being offered should be included in this section.

Respondents may elect to limit their proposals to a single product or service line within any category, or multiple products and services within any and all categories. However, respondents are encouraged to propose their complete catalog, products and services where available, including but not limited to the following categories:

Reporting and consultative services

- Technology investment insights: Includes data, analytics and consultative services that provide insights into which educational technology solutions are having the most impact and outlines where districts should invest resources

General projects led by UPD include decision support for RFPs, data system user adoptions and related work around project management, training and implementation for COTS and custom-build solutions. In all cases, UPD begins with a current state analysis that we call a data diagnostic. This work informs the goal state. There are so many commercial off-the-shelf (COTS) products and solutions available. Each has varying degrees of configurability and customization; all require an implementation plan optimized for the needs of each organization's unique needs. UPD's data diagnostic gives organizational leaders the ability to move forward with an evaluation with a predictable roadmap for success and a real understanding of the resources needed to achieve it. For example, by evaluating a district's actual utilization and impact of an instructional tool (such as an intervention or assessment system) and comparing it to the publisher's research, a determination can be made as to the real efficacy of the tool for that district. This can lead to recommendations for either implementation enhancement or even replacement.



To be successful, the vision for change must account for the context of the existing needs of stakeholders and the realities of current/legacy systems. We create a detailed gap analysis so that a detailed roadmap of the required resources can be evaluated prior to the work beginning.

- Decision support projects have included independent RFP writing and evaluation support for SIS, ERP, and other major data systems in large districts including Baltimore City Public Schools "BCPS" the Cleveland Metropolitan School District "CMSD" and DC Public Schools "DCPS".
- Rhode Island Department of Education (RIDE) turned to UPD for systems work to establish a PMO around multiple state-level data system implementations under RTTT, and directly project managed two of the system design/development processes.
- In the District of Columbia Office of the State Superintendent of Education "OSSE", UPD led (over several years and in partnership with a local technology management firm and software vendor) the statewide implementation of their special education data system.

A specific example of this capacity is highlighted in our work with University of Texas Rio Grande Valley (UTRGV). This project consisted of data, analytics and consultative services around not just technology solutions, but the people and processes behind them.

- *Capability Overview:* Data Diagnostics serve to define the current state of data within an organization in terms of determining the viability of the people, business processes and data systems necessary to achieve their goal state *and* the roadmap to get there. This includes a thorough review of data systems, networks, processes and protocols to identify gaps and help provide the expertise to highlight solutions that facilitate organizational goals. UPD's deliverables are designed to provide a concise, yet actionable, Findings Report and Solution Roadmap designed for the client to determine the resource requirements and overall viability and readiness. It informs the system architecture that aligns with the client's needs and objectives and provides insights into an implementation plan. UPD is fiercely committed to data interoperability, data standards, and the democratization of data, yet UPD is a "technology-agnostic" company committed to recommending data solutions that best meet our client's goals in terms of fit to requirements, sustainability, and total cost of ownership.
- *Summary:* The purpose was to examine the current state of data systems and data use at UTRGV as well as the future desired state in context of scoping an implementation of the Ed-Fi Teacher Preparation Data Model (TPDM).
- *Outcome:* Based on a series of interviews and focus groups conducted with UTRGV staff and district partners, UPD identified a set of findings and recommendations for use of the Ed-Fi TPDM at UTRGV. As part of the recommendations report, UPD provided UTRGV a project plan and budget to implement the solution. UTRGV is now moving forward with the implementation of the Ed-Fi TPDM, that will result in a robust data management solution including an operational data store and real-time, actionable data dashboards for their stakeholders.
- *Benchmarking dashboards including but not limited to:*
 - *teacher and student skills assessments*
 - *safety and security assessments*
 - *staff, student and parent surveys or feedback*
 - *utilization of education technology and software*
 - *access and impact to educational technology and software*
 - *policies and procedures*
- *Student specific insights including:*
 - *graduation confidence and early detection*
 - *social and emotional perceptions and insights*
 - *educational milestone risk assessments*
 - *attendance and dropout forecasts*
 - *behavioral insights*
 - *intervention recommended actions, efficacy and tracking*
- *Other educational insights:* *Other related consultative services and data insights that help improve outcomes in an educational environment will be considered*

In [Tulsa Public Schools](#), our support in interoperability helped them integrate all of their source systems into a central data store under a unifying data model (Ed-Fi). This is enabling them to build a recommendation engine that measures the effectiveness of their interventions and looks for patterns and correlations using [AWS Machine Learning](#). The engine will tailor and improve

recommendations over time, based on previous outcomes all in the interest of improving student achievement. The central work of machine learning is in developing the algorithm from the integrated central data source. Building, training and deploying your ML model at scale can be enabled through ML services such as [Amazon SageMaker](#), the first fully integrated development environment (IDE) for machine learning.

- *Capability Overview:* Ed-Fi is focused on providing a 360-degree view of a student. This is squarely centered in the K12 education data space, with the student as the central figure around which all data swirls. The school, the teacher, the curriculum, the assignments, the assessments, the support needs—all of it exists to improve student outcomes. (CEDS has a mission to support the larger landscape of education data, from early childhood through K12 and on to postsecondary and/or the workforce. In the CEDS model, the person, rather than the student, is the central figure. The model is certainly built to enable a person to be a student, but also supports the 5th grade teacher, or the parent of a student, or the student herself taking night classes at the local community college, or all three at the same time.)
 - Source AEM& Ed-Fi: <https://www.ed-fi.org/blog/2018/10/ed-fi-ceds-partnership-built-last/>
- *Summary:* Engaged UPD to help understand the current and desired state of the district's data structures, conduct a fit analysis with the Ed-Fi Solution, and ultimately provide a recommendation for a backend data storage solution.
- *Outcome:* Engaged UPD to help understand the current and desired state of the district's data structures, conduct a fit analysis with the Ed-Fi Solution, and ultimately provide a recommendation for a backend data storage solution. UPD conducted a thorough review around TPS' systems, people, and processes. Upon completing this review, UPD provided a Data Diagnostic and presented findings and solutions report that provided recommendations for implementation. UPD also is moving forward with the implementation support for TPS.
 - UPD also supported the Ed-Fi implementation with Oklahoma, integrating SIF, the use case for them was the dashboarding more so than ODS.

Data infrastructure and integration:

- *Service and support to develop the necessary schema to store a district's data into a cloud-based data warehouse, optimized for educational analytical solutions*
- *Support and infrastructure to create data flow integrations into the data warehouse*

In addition to LEA projects such as Tulsa, UPD has worked with many SEAs. A good example of the work toward data infrastructure and integration can be found from our work with the North Carolina Department of Public Instruction (NCDPI).

- *Capability Overview:* Many SEAs are moving toward a conversion of their disparate collections to a CEDS-based (Common Education Data Standards) warehouse. The adoption of a CEDS-based data warehouse is also facilitating the adoption of the GENERATE tool from the Center for Integration of IDEA Data (CIID) to automate federal reporting and then replicate that model through district-based ODS (Operational Data Stores) to leverage interoperability standards such as Ed-Fi as an efficiency tool to both support districts in state reporting and other LEA applications.
- *Summary:* UPD began with a data diagnostic to inform the recommendations for a technical solution for collecting, sharing, and reporting Educator Preparation data across the state by using either the CEDS based ODS or an Ed-Fi ODS.

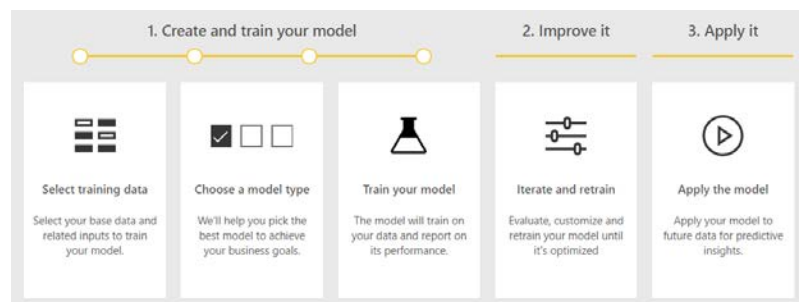
- *Outcome:* Developed a customer implementation plan and a set of recommendations for NCDPI to utilize their CEDS ODS with Teacher Preparation Program Model extensions along with a dashboard to share educator preparation information with stakeholders across the state.
 - Learn more: [CEDS and Ed-Fi Collaboration Guidelines](#)

In order to measure program effectiveness, TPP Providers are faced with integrating data from disconnected sources and share data across institutions (see page [chapter 6, Connected for improvement](#), Mandinach & Gummer). The data model is designed to help TPPs determine program effectiveness in preparing Program Graduates to meet the needs of diverse learners. Districts gain useful insights on strengths and weaknesses in pedagogical content and teaching practice areas and give feedback as to how the Provider's curriculum can address these areas.

- Review trends in observation scores of Teacher Candidates and assess how Teacher Candidate subgroups are performing on program key assessments or assess Mentor Teacher evaluations and Candidate feedback.
- Determine which programs are most effective at preparing Teacher Candidates for success in the classroom; look for variations in program based on Teacher Candidates coursework, fieldwork, passing credential exams.
- Determine what additional support Teacher Candidates need throughout the year and whether they have opportunities to apply what they learn from coursework in their fieldwork experiences and get feedback on their performance.

Other areas can include satisfaction and performance metrics around TPP Provider partnerships with Districts, as well as Enrollment through Post-Completion placement information such as certification area, high need districts served, diversity, retention, and more.

The [UTRGV College of Education & P-16 Integration](#) is adopting the model to manage these measures for data use for program improvement and data-informed decision making with visualizations through [Microsoft Power BI](#). As they move forward [Automated Machine Learning \(AutoML\) in Power BI](#) is now available to enable predictions based on models trained from the central data store.



Data governance is that the core of all this work. Innovation and transformation depend on sound fundamental data management. An example of this work can be found in our project under the Relay Graduate School of Education.

- *Capability Overview:* This work is not about data itself, but rather the business processes, stakeholders, and decisions around data. It provides checks and balances between program

interest and technology. Data Governance is NOT an IT project, it is an organizational and cultural commitment to data.

- *Summary:* Relay's goal was to ensure that every person at Relay has easy access to the data they need to make the best decisions possible for their institution and students and therefore overcome the many obstacles that impede using data to inform decisions. UPD was engaged to help Relay achieve secure, on-demand data for all.
- *Outcome:* UPD started by investigating data sharing practices among a representative subset of their associated partners; the New York City Department of Education (NYCDOE) and the New Jersey Department of Education (NJDOE). Focusing on the end-users provided the foundation to help the client develop an organizational and cultural data commitment by establishing a client-led Data Governance committee with a clear, collaborative process for managing data and making decisions that ensure data integrity, security, and usability for Relay teams:
 - Identifying and escalating data-related challenges
 - Gathering and aligning any existing rules relating to data
 - Setting and standardizing data-related policies and procedures moving forward
 - Establishing clear data-related authority and accountability structures
 - Enforcing data-related compliance

And finally, UPD's roots (and ongoing services) in performance improvement and strategic planning have a direct impact on our ability to delivery exemplary services around any major initiative. If data infrastructure modernization and systems integration are not implemented through the perspective of change management, the processes, resources and objections will ultimately inhibit the intended adoption of any interoperability initiative. Our work with Division of Data, Assessment and Research (DAR) at District of Columbia Office of the State Superintendent of Education (OSSE) highlights our approach. We come alongside organizations to meet them in their work and develop solutions to problems at their pace. Our process is designed to take on manageable functions and help you climb the steps to data maturity at the speed of your organization.

- *Capability Overview:* UPD's approach to strategic planning involves four phases. i.) creating clarity around desired change or outcomes; ii.) that each departmental team's strategies are designed to effectively support of the client's overall goals; iii.) establish coherence of goals and strategies across departments and clear alignment with the client's goals; iv.) and develop short-cycle and long-term outcome indicators that inform client progress toward desired outcomes and provide early warning to mitigate barriers.
- *Summary:* As part of the strategic plan development, UPD assessed the "as-is" data landscape of the agency and identified key data use, access, and management pain points for agency staff.
- *Outcome:* UPD developed twenty-one recommendations designed to improve DAR's operations and address the agency's pain points and needs. Upon project completion, UPD provided DAR with a complete inventory of agency business services and data collection efforts, an inventory and map of agency systems and applications along with a set of recommendations with critical steps and an action plan to implement them.

SPECIAL ADDENDUM: Detailed Capabilities Overview (UPD Consulting Technology Services - Framing the Work for Education Data Intelligence and Analytics)

We are providing the following description to help explain what we do. UPD can lead the entire process or provide support to any portion for LEAs, Regional Agencies and SEAs.



FIGURE 1 TODAY'S EDUCATION ORGANIZATION

Schools today have unique data needs for education intelligence and analytics. As such, we work with our clients to leverage the best tools and open resources for them to ultimately own their data intelligence implementation. Support, remote systems access, storage, performance, back-up and recovery, monitoring and hosting/on-prem are determined by client scope and informed by our technical expertise. They are not a one-size-fits-all, pre-ordained philosophy. Further, we recognize the need to build the understanding and support for data management across the organization.

In support of this we emphasize adopting a data governance charter and provide services to establish and/or enhance data governance as a fundamental business process in all education agencies. We believe that data governance, as the foundation for ongoing data management, should be considered an overarching, ongoing strategy for all education agencies regardless of whether they are currently undertaking the technical interoperability work of education intelligence and analytics. We believe that great data governance leads to great systems and useful processes for the people who use them to benefit all students.

The scope of our work is grounded in our experience leveraging data to solve complex management challenges—because transformation happens when you bring people together around sound data, a shared vision of the work, and a clear process for working together. Here we are starting with the current state of today's education organization and defining a particular challenge that we want to address first (the initial use-case). We use this to guide the development of the technical work for interoperability and ultimately deploy a solution that provides and actionable resource for the end user. Once this process has been completed, the technology suite is in place to begin assessing new ideas and solving additional challenges. Because the technology suite is built on a data standard (Ed-Fi), it can be maintained by the organization and it will grow to accommodate new requirements.

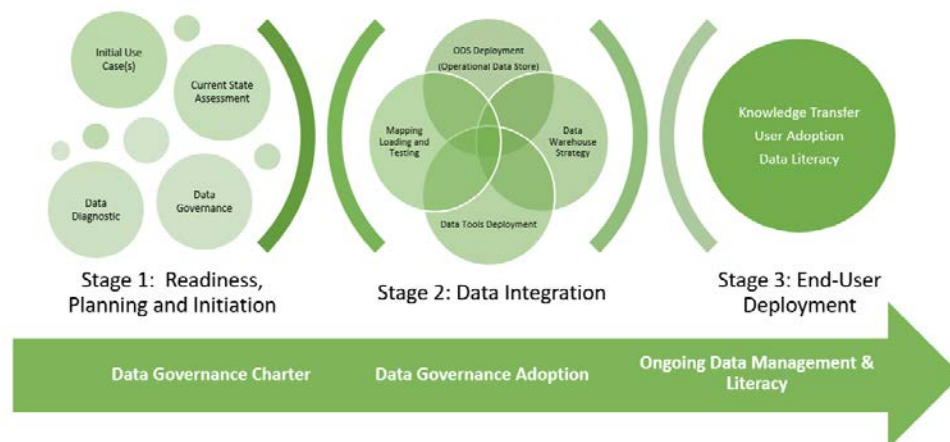


FIGURE 2 THE INITIAL BASELINE WORK OF INTEROPERABILITY FOR EDUCATION INTELLIGENCE AND ANALYTICS

UPD's core capabilities in the Baseline Work of Interoperability fit into three stages of initial work, underscored by data governance, that lead to an iterative data-informed, performance-driven culture.

The initial three stages consist of 1.) Readiness and Planning, 2.) Data Integration and 3.) End-User Deployment, releasing tools and visualizations to data consumers (those individuals associated with the initial use-case such as teachers, principals, administrators, students, parents.)

The baseline work is the actual work of implementing interoperable data systems, a technology suite built from data standards. Once the initial process of creating your platform is completed, creating new use-cases and the reports and visualizations that support them becomes an ongoing, iterative process that the organization can sustain. The dashboard does the legwork and frees people time for evaluation, to see insights from information you have always had but hadn't seen before.

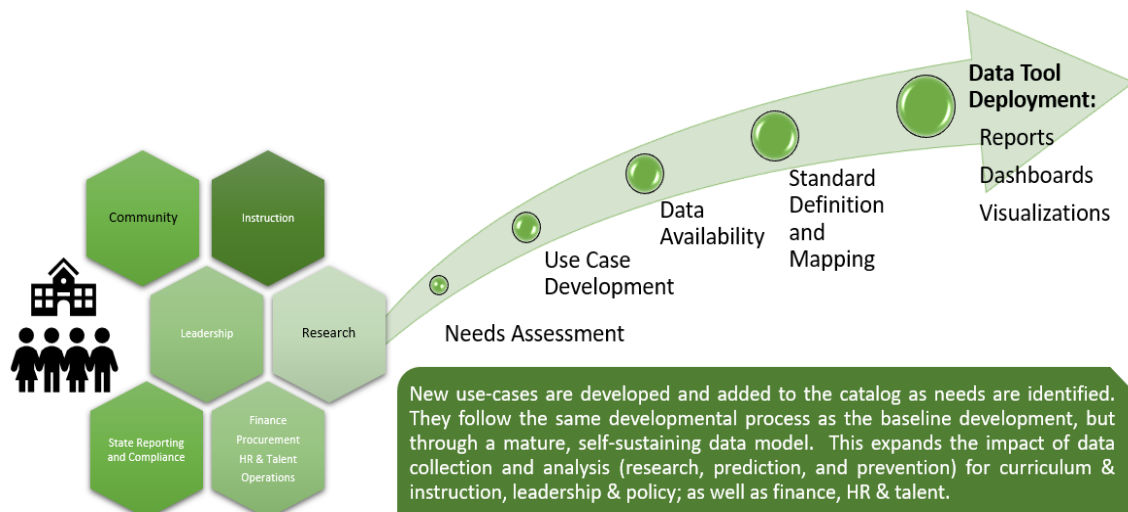
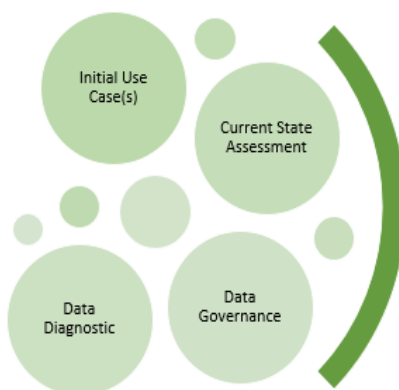


FIGURE 3 THE MATURE EDUCATION DATA MODEL FOR SUSTAINABLE AND EXTENSIBLE EDUCATION DATA INTELLIGENCE

Stage 1: Readiness, Planning and Initiation



The first step involves defining the initial use-case(s) for the reports, dashboards or visualizations, reviewing the systems and researching the availability and access to them in order to get to the source of truth. These are the underlying data elements in the transactional, often unconnected, systems. This step creates a developmental and implementation roadmap with the outcome in mind; ‘future-proofing’ the extensibility of the ultimately deployed analytics solution. It means that the initial scope is properly resourced *before* development begins. UPD’s advisory role enables the development work to scale into a mature data model for additional deployments that the organization can ultimately manage on their own. The expected outcome beyond the initial system development is for the organization to own an iterative and sustainable process—free from depending upon third-party developers and vendors.

Use-case development

- Develop use-cases to identify critical essential questions that an organization wants to answer using the data within their systems.
 - The criteria (actions, change enabled, data required and systems utilized) as well as the people involved (administrators, operators and users) are the essential factors.
- The initial use-case is used is the requisite ‘thin slice’ of the overall data intelligence strategy. Multiple use cases will become a catalog that is deployed incrementally, creating an extensible data model for the organization to sustain without depending upon vendors.
- Use-case development can be provided in isolation but is more frequently combined with the data diagnostic (see below).

Data governance

- This not an ‘IT project’.
- Engaging leadership to establish data driven protocols within an organization that include identifying key personnel, key uses of data, and key systems.
- Data governance is the foundation of modern education data management and the prerequisite to data literacy as an embedded business process across the education organization.
- It is critical to establish your data governance charter as early as possible and begin building it into the day-to-day business practices across the entire organization.

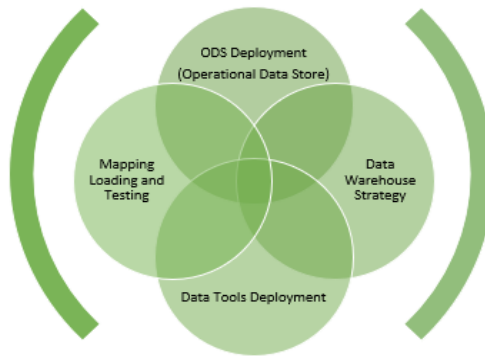
Current state assessment

- Data elements are the granular information used to create use-cases.
- Understanding how staff members are currently using source systems (i.e. processes and procedures) leads to the work of defining the data elements and their enumerated sets.
- Current state assessment can be provided in isolation; we often provide this as part of decision support projects for organizations looking to write an RFP for a new SIS, ERP or assessment system. More frequently, current state assessment is the discovery phase of our data diagnostics (see below).

Data diagnostic

- Includes the requirements gathering and gap analysis for data element mapping and provisioning the development roadmap.
- An assessment of an organization's current data needs is conducted through stakeholder engagement focusing on people, process, and systems; starting with how well the existing data systems address the initial use-case.
- As one of UPD's most common consulting services, data diagnostics are very flexible assessments tailored to the unique needs of each client. It often includes the analysis of education organizations' technology architecture and the scoping of data solutions against that architecture to meet a specific educational goal. UPD has conducted these independent analyses on nearly all data systems in dozens of LEAs, SEAs, and higher education programs across the country representing a rich diversity of technical environments. UPD frequently conducts data diagnostics for organizations seeking to understand the best solution to address a specific data integration and/or reporting challenge. Investment in a data diagnostic process helps to achieve leadership and organizational buy-in on the need for a solution. It also creates agreement on a recommended solution *prior to initiating the technical project*. It also enables downstream efficiencies and resource savings by identifying the specific pain points that need to be addressed and ensuring there is thorough and thoughtful review of the selected solution, so it will address the organization's objectives.
- This process is galvanized by the fact that it is always conducted from a core set of UPD principles:
 - Independent perspective;
 - Deep expertise;
 - Broad networks of policy and subject matter experts;
 - Identification and attention to details;
 - Managing change through clear goals, expectations... and communication.

Stage 2: Data Integration



This second stage, UPD’s Baseline Work of Interoperability Stage 2: Data Integration, is the actual technical build-out of the core integrations and related development scope. By now, your data governance charter has been established and a current state assessment of your systems (along with processes and the people who drive them) has been completed. Further, with the initial use-case in place from the first stage, the remaining work necessary to accomplish the District’s vision is clearly defined with clear goals and defined, task-oriented milestones.

Our expertise will guide you in establishing an extensible implementation such that future use cases can leverage the tools developed in this stage. The goal of our project management and delivery strategy is to create an ongoing iterative needs assessment and discovery process for your organization to extend your data platform—to grow and evolve in your mission of student-centered performance and operational efficiency.

Security and privacy are always the foremost objective. UPD employs several controls to ensure privacy and security of client data, for example:

- UPD connects via secure encrypted VPN to client servers. Data will never leave the client servers. UPD develops, tests and moves to production according to the specs provided by the client, but always on client servers inside of their firewall.
- UPD trains its personnel in data privacy and security and adheres to all FERPA regulations.

‘BUILD vs ‘BUY’

- Some organizations start here, others arrive here. But in the end there comes a point in any implementation where build vs. buy becomes a decision point. If it hasn’t already, Stage 2 is where this evaluation must take place. It is important to note that it is not uncommon to see an organization start in one direction and revert back to it later.
 - Buying a vendor solution for data warehousing, reporting, visualization and analytics mitigates the concern of time, talent and resources necessary to create and sustain something on their own. It is not uncommon for a built solution to appear simple, but the underlying plumbing, futureproofing and maintenance can become unmanageable. Building a solution, however, presents the benefits of independence from a vendor’s proprietary roadmap, their vision, and other possible limitations such as a vertical suite of products.

- UPD's deep experience allows our clients to evaluate and assess the best solution for their needs today while maintaining an extensible architecture should needs change and evolve. For instance, a COTS product might be chosen for school-based early warning. However, a need might arise for an administrative dashboard not available from the vendor. UPD's support, and the fact that we've build the solution from an open source unifying data model (Ed-Fi/CEDS) enables the COTS and custom solutions to co-exist.

Initial ODS deployment

Operational Data Store Deployment

- The process of spinning up and automating the ODS database deployment in the correct deployment environment.

SaaS/On-prem

- Evaluate options of the implementation being hosted on-premise or in the cloud (i.e. Azure or AWS.)

Sources with API: Mapping/Loading/Testing

- Setup and deployment of any applicable available API's.
- Provide help to third party vendor(s) and client with testing of the data coming through the API.

Sources with no API: Mapping/Loading/Testing

- Create mapping (source to target) documentation, create files based on documentation to be loaded, and load the data after source identification has been completed. After the data has been bulk loaded, a series of tests are completed to pinpoint any issues found in the data and resolve them.

Data Warehouse Strategy

- The process of identifying the best longitudinal strategy for data storage and reporting for the organization.
- We have deep experience with recognized data warehouse approaches, such as Kimball's star schema model, which offers high query performance and simplicity in design through denormalization of dimensional data, and Inmon's snowflake schema, used for improved data storage efficiency through normalized dimensional data structures. Our experience shows that implementing well-designed conformed dimensions in either design methodology brings uniformity to fact data across data marts, offering analysts and researchers robust business intelligence capabilities across the full spectrum of education data. In addition to the data warehouse schema, we value the use of a semantic layer to provide a simplified view of the data using business terminology and constructs and OLAP data cubes to enable quick access to multi-dimensional, aggregate data.



Data Utilization Tools Deployment

Visualizations and Reporting

- Use-cases are built through a process of stakeholder engagement, requirements gathering, drafting mockups, dashboard design and review in context of the identified wants and needs identified in the use-case(s). Review is completed in development and testing environments before moving to production. (This development leverages UPD's expertise in Power BI, Tableau, Ed-Fi dashboards, SSRS, COTS solutions etc.)
- The creation of a use-case catalog should be considered an iterative process in the data maturity model, dependent on the unique needs of each organization. This can be either adopting ('Buy') more vendor solutions/modules, creating them internally ('Build'), or some hybrid customization. Examples include enhancement of visualizations, expanding reporting elements and incorporating predictive analytic indicators into early warning dashboards.

Stage 3: End-User Deployment



Scalability and sustainability start with the fundamental knowledge transfer of the ODS and related tools. This includes ensuring that you can develop new use cases as they arise and as data literacy becomes integral to the ongoing best practices of your learning ecosystem. With the completion of the initial interoperability 'baseline' use-case that helps ground the initial work of your data integration, it can be expected that your learning community will seek more data tools for more uses. You now have a maturing needs assessment and discovery process and the capability to deploy new tools and resources through a defined procedure that is aligned to the underlying data governance charter. You will ultimately leverage your platform to extend those into early warning systems, dashboards, learner profiles and portals to lead your data-driven culture toward prediction and prevention as a cycle of continuous improvement.

UPD is uniquely positioned to serve as a resource in creating this education intelligence strategy and recognizes this will be unique to the needs of each client. Common to all however is the fact that the foundation for data interoperability must be solid prior to moving toward prediction and prevention. UPD drives the documentation effort throughout the solution development process so that the maturing data model will be owned by you, the education organization (not a vendor).

Knowledge Transfer

- Sharing or disseminating of knowledge and providing inputs regarding the maintenance and management of the solution being implemented.

User Adoption and Data Literacy

- Verification that the implementation will be used whether it be an ODS or Dashboards by making sure faculty and program staff recognize the utility of the information presented and can use it to inform decisions and actions.
- Please refer to Appendix B for details and research behind UPDs implementation methodology

Ongoing support

- A service offered to organizations that need additional resources to maintain and/or manage the implementation being delivered. This could be as simple as facilitating weekly or monthly meetings or as extensive as managing and validating the data being used in the implementation.

Ongoing Iterative Needs Assessment and Discovery Process

The completion of the initial interoperability ‘baseline’ use-case helps ground the initial work of data integration as it now matures into an interoperable technology suite. As soon as that first dashboard is released, however, you can inevitably count on a surge in demand for more. Because the education agency is truly the steward of their data, you will be able to take these new use-cases through the same iterative process and deliver increasingly sophisticated tools: advancing what’s possible for instructor, policymaker and other stakeholder insight.

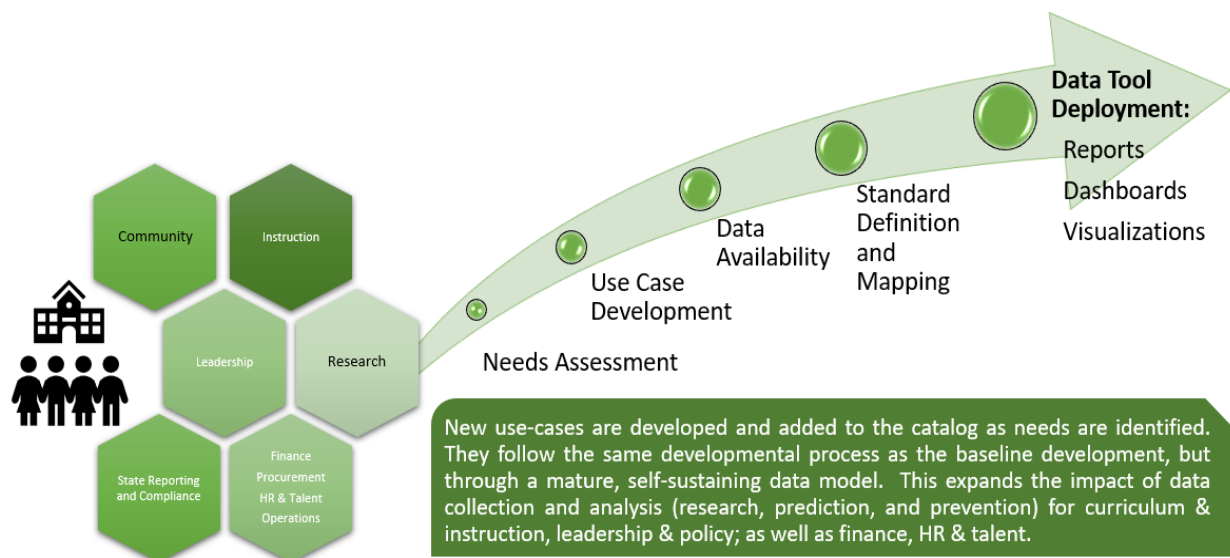


FIGURE 3 THE MATURE EDUCATION DATA MODEL FOR SUSTAINABLE AND EXTENSIBLE EDUCATION DATA INTELLIGENCE

As you move forward the needs assessment and discovery process matures into an integral part of your organization, it becomes an embedded business practice. You can now deploy new tools and

resources through the mature model—defined procedures aligned to the underlying data governance charter.

The goal is to ultimately leverage your education intelligence platform to extend your early warning systems, dashboards, learner profiles, parent portal. From here you can lead your data-driven culture toward prediction and prevention as a cycle of continuous improvement. UPD is uniquely positioned to serve as a resource in creating this education intelligence strategy and recognizes this is and always will be unique to the needs of each client. Common to all, however, is the fact that the foundation for data interoperability must be solid prior to moving toward prediction, intervention and ultimately prevention strategies that drive personalized instruction and operational efficiency.

In the end, UPD exists to help education institutions solve complex problems through the adoption of performance improvement strategies and effective data use. We are uniquely positioned at the intersection of policy and practice with interoperability and data science. We look forward to working with you in support of engaging young people in their learning.

Conclusion

Data science is rapidly evolving—and getting easier every day. The reality for education data intelligence depends upon interoperability as the driving factor in determining the availability of the source data. In the end, UPD exists to help education institutions solve complex problems through the adoption of performance improvement strategies and effective data use. We are uniquely positioned at the intersection of ethical and compliance policy and real-world practice with interoperability and data science. We look forward to working with you in support of engaging young people in their learning.

Tab 5 – Pricing (Appendix C)

Attachment B

Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

All pricing must be entered into the Attachment B template provided. Products/lines completed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available. All services offered under this contract must be priced or listed as free and unlisted services will not be accepted. Please submit price lists and/or catalogs in excel or delimited format and provide a signed PDF copy for verification purposes.

Pricing must be entered into each worksheet within the Attachment B as follows:

Pricing

- Respondents shall provide a calculation for pricing on all products or services available under the scope of this RFP. Pricing may be in the form of a fixed price or can be based on a discount from a verifiable price list or catalog. Cost plus a percentage as a primary method is not allowed.
- All products and services such as technical design, installation, tech support, training, and other services must be include in this section

Other Discounts

- List additional rebates, discounts off list, or other price discounts not already provided in the other worksheets

Not to Exceed Pricing

Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.

- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Other Restrictions and Fees

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum service requirements, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.

Acknowledged. Please refer to Attachment B for formatted pricing. Please note that UPD creates custom proposals based on our discovery process of client needs. UPD asserts that our proposal outlines are sufficiently resourced for any engagement that we scope. Attachment B contains UPD's Standard Fee-for-Service Rates *that will be used for roles assigned to technical assistance as well as deliverable-based projects*. Deliverable-based projects and any other add-on services are proposed as quotes and agreed upon by both parties prior to work delivery. Personnel are subject to availability (remote or onsite). Travel expenses are not included in the Rate Table. They will be addressed in a Statement of Work as part of the proposal.

Most UPD engagements are deliverable-based projects. Discovery is necessary to properly scope these projects. The amount of discovery will depend on whether we are already involved and what knowledge we have of requirements, source systems etc. The criteria (actions, change enabled, data required, and systems utilized) as well as the people involved (administrators, operators and users) are essential factors in properly scoping any deliverable-based project.

For all deliverable-based engagements UPD will collaborate in the development of a Statement of Work (SOW), then UPD will provide a “Fixed-Price/Fixed-Date” offer based on pre-agreed standard rates in the Rate Table as defined in Attachment B, and finally deliver on the agreed deliverables and timeline.

The SOW deliverables are usually phased, with milestones under each phase. Roles and responsibilities are delineated to stakeholders (UPD, Client and any other relevant third parties such as LEAs/SEAs or even vendors).

Project Component	Description
Current State Analysis	Narrative findings from discovery / diagnostics as necessary.
Proposed Solution	Narrative proposed changes to the Current State as necessary.
Deliverables	These may include, but are not limited to: data governance and change management process supports, user training and adoption support as well as technical deliverables such as ODS/data warehouse and related architectural strategies, requirements gathering, security evaluations, dashboards and visualization, hosting/migration supports, data elements/mapping, data transfer methods (Ed-Fi API, ETL through the standard Ed-Fi XML schema, other extensions and manual loading).
Knowledge Transfer	UPD’s deep experience has led us to incorporate at the outset the plan for building capacity to sustain our work with the client beyond the engagement. We prioritize establishing the goal state (vision) into the discovery process and work backward to ensure there is both buy-in to the vision and proper resources for the development of the vision. Building training into the SOW, while the work is occurring, is highly beneficial in developing internal (client) capacity. Topics include work-embedded project tasks such as the development of data-feeds and the business rules required to connect the technical solution to the end-user/school facing reports and visualizations. Deliverables may also include training and implementation supports for end-user (i.e. train-the-trainer processes, continuous improvement cycles, or establishing a formal or informal procedure for a project management office). UPD also offers ‘pay-as-you-go’ packages for budgeting post engagement support.
Project Management	<p>At a minimum, the SOW will include a project plan detailing the timeline phases and milestone deliverables with roles and responsibilities for UPD, the client and any third parties (such as, systems vendors, hosting providers, among others).</p> <ul style="list-style-type: none"> ● Project Initiation ● Project Planning

Project Component	Description
	<ul style="list-style-type: none">● Planning Sessions● Progress Reporting● Issue Escalation● Project Planning Tools● Meeting Facilitation

Cost estimation is uniformly detailed per the SOW milestones. In order to achieve the best results from this work, we propose a collaborative, fluid approach. The milestones are refined with client input where UPD will either lead or offer guidance and support for each task and milestone. As such, the estimated durations and schedule are contingent upon interactions between partner teams and timeliness of decisions and implementations. Unless otherwise agreed upon, such as “Fixed-Price/Fixed-Date”, UPD bills on a time and materials (travel) basis each month after the work has taken place.

In nearly all but the smallest projects, bi-weekly status reports (and in some cases, weekly) are essential iterative deliverables. At a minimum, they consist of:

- Milestones Completed
- Work Performed
- Planned Work for the Next Reporting Period
- Alerts and Areas of Risk
- Decisions Pending

Status reports assure that the Project Managers can keep the outcomes in focus and the ultimate delivery schedule intact.

Tab 6 – Value Add (Appendix G)

Appendix G: VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

At UPD, we ‘come alongside’ our clients to understand their vision and capacity for data use and application in terms of your systems and technologies, the processes behind them, and the people who use them. Interoperability is the comprehensive approach to sustainably integrating previously siloed, unconnected systems. It creates a secure exchange of information between systems using a common data standard; allowing new systems to be added as needs change and providing a single source to draw insights across a 360° view of your education data ecosystem.



In order to demonstrate our vision for this cooperative agreement we will work to create a stakeholder engagement framework for Education Data, Analytics and Consultative Solutions geared for Texas LEAs. We attend several events throughout the year and work closely with the Ed-Fi Alliance, MSDF, SETDA, ISTE, CCSO and more. UPD is an active member of the open standards community and will present various sessions at key events such as:

- Ed-Fi Alliance Tech Congress 2020 (April 20 - 22, 2020)
- STATS-DC 2020 (Date TBA ~July 2020)
- Ed-Fi Summit (Date TBA ~October 2020)
- Various CoSN events and Regional Convenings

To further illustrate how we will coordinate and train our staff to support this important initiative, please review the following draft plan for an initial campaign. Interoperability is the embodiment of change management. It is the precursor to data-informed decision making and intelligent analytics. This is not easy work; and, for most of us, it really falls way outside of our comfort zones. But the stakes are too high not to advocate, plan and execute; because, we can't personalize learning without a quality profile of the person as a learner! From vendors to departments to agencies, it really is time that this becomes a management priority for school leaders. The bedrock of interoperability is data governance; and a cornerstone of our work here at UPD. Therefore we would begin our Texas-centered work by educating SEA and LEA stakeholders on scope of Data Governance.

Sample Marketing Campaign: Texas Data Governance Workshop

Within 10 days after the award, UPD will begin working on this first initiative that will include (at a minimum) the following:

Announcement: Issue press release and begin to establish web presence to include at a minimum:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing

- No cost for agencies to participate
- Non-exclusive

Teaming: Schedule a kick-off call with Region 10 to begin working on promoting initial campaign.

Calendar: We will coordinate attendance and participation at relevant events.

Content-based marketing Campaigns: Outreach campaign to Texas LEAs to focus on the importance of data governance, an overlooked area for schools and the first step toward a school-based systems interoperability. We're focused on data governance because it really is the foundation for interoperability. We will distribute the following survey as a tool to build awareness on this important issue that we've found to be the bedrock of any successful data strategy.

Data Maturity Model Growth Expectations



It is designed to take less than 10 minutes; there are 4 'sections'...

1. It starts with some non-personally identifying questions so as to segment personas, agency types and their states.
2. Next is a self-assessment (scale 1 to 10) to establish where you think your agency is with regard to data governance.
3. The core of the survey are a set of questions under 5 categories: Leadership, Culture, Ed-User Capability, Data Quality, and Information Systems.
4. Last, if you wish to review your district's individual readiness indicators from the survey with us, you can complete the optional contact information at the end—this personal information will not otherwise be shared. It is not required to complete the survey and will not be used in the findings report.

We've developed a scoring framework that compares the survey responses in the core section to the self-assessed scale. For example, you might think that you are nowhere near ready and self-assess at a 2, but your answers to the core questions show that you are a 7 (or vice versa, etc.)

- Here is the survey: <https://www.surveymonkey.com/r/datagovernance2020>

Benefits promoted will target operational efficiency and the foundation for better instructional insights through a unified data management strategy. LEA benefits for the data governance workshop and interoperability will highlight the imperative set forth under [HB 3](#) for connecting data systems.

Outcome: Campaign results (within 90 Days): Administrative meetings with at least 30 LEAs in Texas, signing at least 5 (individually or through regional cohorts) LEAs to the UPD Data Governance Workshop.

UPD CONSULTING

The UPD Data Governance Workshop

UPD CONSULTING

The UPD Data Governance Workshop
Sample Agenda

Building a culture of data literacy is essential work to any education agency.

Data governance provides a strong foundation for data literacy. The UPD Data Governance Workshop was developed for and by local education agencies interested in growing their capacity for data management across the organization. It focuses on the framework and tools necessary to quickly implement your data governance. Such as leadership engagement, collaboration, data quality, technical systems capability, and change management practices. The UPD Data Governance Workshop consists of a series of UPD-led activities leading up to a hands-on (by person) professional learning workshop. Following the workshop, UPD provides several touch-points, interviews, and coaching sessions aimed at supporting the adoption of an organizational data governance structure and extending it into the day best practices of the agency.

Here's a summary of what you can expect:

A Prior to the Workshop

- You'll attend a kick introductory meeting to begin building a learning community comprised of a group of colleagues who you can share ideas with and seek guidance from. This will be your cohort for the workshop.
- You'll submit a survey from your organization to shed light on current issues, quality of data, etc.
- You'll be given some background information on the UPD Data Governance, including a summary of the book, "Switch, a change management framework" by Chip and Dan Heath.

A During the Workshop

- You'll start off with facilitated with the foundations of Data Governance.
- You'll connect data governance to your organizational priorities, and work with your group to complete exercises on putting data governance practices to rest world examples.
- You'll draft a plan for building a culture for data management which will be your basis for building your organization's data culture.

A After the Workshop

- You'll hear from an another education organization who has successfully embedded data governance.
- You'll receive follow-up tech, such as coaching to help you work through your challenges.

Prior to the Workshop

• Introduction webinar:

- All of the cohort tasks attend an introductory webmeeting to begin building a learning community. Participants will leave knowing that throughout this process and beyond they will have a group of colleagues available to share ideas and seek their own. Other outcomes include:
 - What to expect during the Workshop: attendees will learn how to articulate the current state of data governance and how their organization can improve the way they are managing data.
 - How to prepare for the Workshop: attendees will be able to identify the personnel who should attend the Workshop.
 - An Q&A document will be distributed to help communicate to colleagues what this work is about.
 - Logistics for attending the Workshop will be provided.

• Pre-reading:

- Switch, a change management framework by Chip and Dan Heath.
 - A Q&A regarding this important book, however, a summary of the Switch Framework will be provided.
 - A recording of the introductory webinar for reference.

• Administer a survey to your agency:

- The purpose of this survey is to gauge the extent of existing data governance efforts and to surface issues that can be addressed through data governance in your formal or ad hoc communities are experiencing.
- Data-related issues facing the organization that may be addressed through the Data Governance Committee (DGC).
- Self-assess data quality in terms of completeness, consistency, uniqueness, and validity.
- Identify areas of data governance participants want to be addressed.

• One-on-one support to education organizations provided as needed in preparation for the Workshop.

Workshop Objectives

- Define key data governance terms.** Not only is this one of the most important activities of the Workshop for attendees to take back their agency, it also builds consensus and agreement around these terms among the cohort, setting a foundation for collaboration in your agency as a professional learning community.
- Connect data governance to organizational priorities.** This can help your organization arrives to systems:
 - System interoperability
 - Improved data security and privacy
 - Effective data use practices.
 - A common data standard.
- Apply data governance practices to real world examples.** There are many common data-related pain points that surface at every organization. Workshop facilitators will lead activities around how to identify and address common issues through data governance.

Schedule a Data Governance Workshop with us!

info@updconsulting.com

[UPDCONSULTING.COM](http://updconsulting.com)

info@updconsulting.com

[UPDCONSULTING.COM](http://updconsulting.com)

- engage in hands-on activities to think about issues relevant to their organization and ways a DGC can support the resolution of these challenges. Participants would be able to present identified best practices, but could include the following elements:

- Improving open data collection processes to improve data quality and collection efficiency
- Defining common data-related terms
- Identifying data sources
- Establishing one data system access process
- Agreeing upon a source of authority for key data

- Identify a draft data governance charter.** This is the central work of the organization in building a culture of data management across the organization in the agency.

- Study and discuss the Switch framework.** Throughout the Workshop, facilitators will walk back to the Switch framework and incorporate learnings from the cohort into discuss learning moments that attendees can draw from as they report forward. Specific activities include:
 - Applying strategies through review of a case study.
 - Identifying "buy" or "strategies" that are likely to resonate with DGC members.

After the Workshop

• Welcome

- A guest speaker will be introduced from another education organization who has successfully embedded data governance into the way of doing business. Beyond just sharing work, this serves as a powerful opportunity to ask questions of someone who has previously grappled with problems that your organization are now facing.

- The facilitator will also summarize and share promising insights that have emerged thus far, share resources and tools developed, and offer productive discussion.

- Coaching.** These essential sessions with the Data Governance Champion and/or Manager are designed to address unique local successes and challenges. Coaching responsibilities identified by each organization on the cohort.

- Provide four one-on-one hour-long sessions to work through current challenges. Topics discussed include:

- State strategies to improve engagement with DGC members.
- Prepare for DGC meeting.
- Organize data-related pain points.
- Provide live-by live feedback on data governance charter.
- Technical discussions on large scale IT systems implementation.

• Self-assessment

- The DGC Champion/Manager from each cohort member will be asked to complete a self-assessment on their progress.

• DGC member engagement.

- The DGC Champion will encourage up to three members not involved in the management of the committee with the goal of gaining additional perspectives on how the work is proceeding from the committee level.

UPD CONSULTING

Is Data Governance right for you?

2019 Data Governance Readiness Survey

This survey has been designed to better gauge how LEAs and SDAs are thinking about data governance. This is a free, online, anonymous survey (and it will do some general information about you with a questionnaire by doing so). We ask that you take a moment to help by completing and returning our questionnaire.

If you wish to receive your individual assessment information from the survey, with us, please complete the contact information at the end of the questionnaire. We will not share your information with third parties and you are not required to return it.

surveyMonkey.com/184agreement2019

info@updconsulting.com

[UPDCONSULTING.COM](http://updconsulting.com)

info@updconsulting.com

[UPDCONSULTING.COM](http://updconsulting.com)

Tab 7 – Certificates (Appendix I)

Tab 8 – Supplementary Catalogs and Consumer Information (may be in a separate binder) (Appendix J)

(see separate file)



With connected data, great things happen.

When connected through an interoperability plan, accessible and timely data gets into the hands of those most closely involved with student education. Educators can connect to each other and to their districts with complete, accurate, quality data.

Students can understand their own strengths and needs and be involved in shaping their education.

Teachers can identify what students are responding to and what they're struggling with, and adjust accordingly.

Parents can know what their kids are working through and take an active role in supporting the game plan at home.

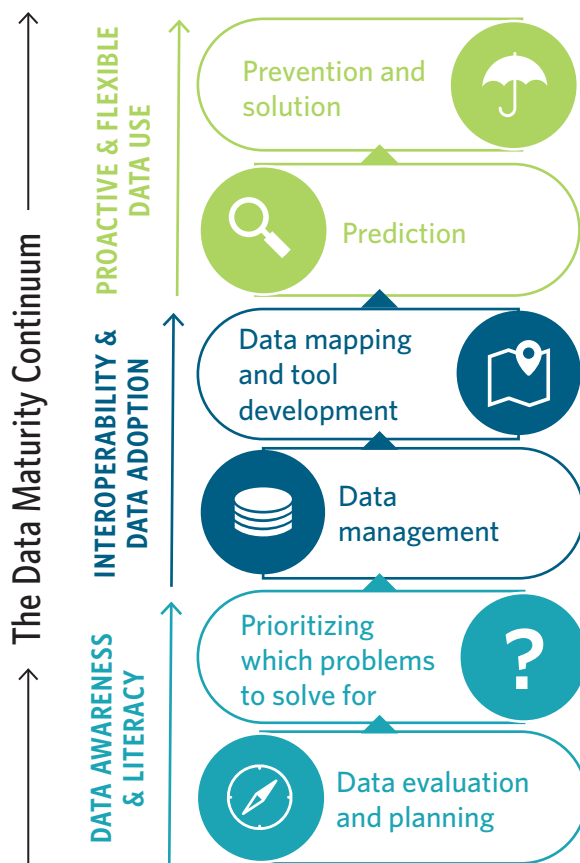
Principals can focus their time and attention on the most important priority supports and interventions.

Administrators can apply their most valuable resource—time—toward managing the highest-leverage interventions.

Policy makers can allocate resources based on actual outcomes, not just on "best practices."



Interoperability allows you to create a secure digital learning environment that enables the seamless sharing of data, content and services among systems and applications.



A foundation for positive outcomes.

The goal of interoperability is to connect your disparate data sources in a secure, coordinated, and private data management platform. UPD's process uses a technology suite built on the Ed-Fi and CEDS education data standards. These open source standards preserve your capability to change as your needs evolve, and to create and maintain a catalog of reports and visualizations for your own specialized functions.

From reactive to proactive.

Interoperability is part of a comprehensive process of data maturity. Ultimately, organizational change is necessary for improved outcomes. Optimizing your data and creating a culture of data-informed decision making takes time, and addressing all deficiencies at once can be daunting. UPD's change management methods help you climb the steps of data maturity at a manageable pace.

Tab 9 – Required Documents

Appendix A: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of 1/17/2020, by and between UPD Consulting ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Educational Data, Analytics and Consultative Solutions ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal: One year** renewals will take place automatically unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

Compliance: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

Respondent's promise: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC

member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at reporting@equalisgroup.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3

Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required
	Admin Fee % *required
	Admin Fee \$ *required

ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a

product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to

Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations:** It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.


13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent 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 person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name UPD Consulting
Address 2526 Saint Paul St.
City/State/Zip Baltimore, MD 21218
Telephone No. 410-627-8778
Fax No. 410-234-8409
Email address douga@updconsulting.com
Printed name Douglass Austin
Position with company President & CEO
Authorized signature 

Term of contract March 1, 2020 to February 28, 2023

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.


Region 10 ESC Authorized Agent

2-21-2020
Date

Print Name

Equalis Group Contract Number EQ-111519-06A

Appendix H: ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

- DOC #11 Arizona Contractor Requirements

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.


DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations 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 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: UPD Consulting

Title of Authorized Representative: President & CEO

Mailing Address: 2526 Saint Paul St., Baltimore, MD 21218

Signature: _____


DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: UPD Consulting

Title of Authorized Representative: President & CEO

Mailing Address: 2526 Saint Paul St., Baltimore, MD 21218

Signature: 

DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid 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 or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
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.


Signature of Respondent

12/10/2019
Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Respondent

12/10/2019

Date

DOC #5 ANTITRUST CERTIFICATION STATEMENTS

(Tex. 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 contract 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 has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has 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.

VENDOR UPD Consulting

ADDRESS 2526 Saint Paul St., Baltimore, MD 21218

PHONE 410-627-8778

FAX 410-234-8409

RESPONDANT



Signature

Douglass Austin

Printed Name

President & CEO

Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, 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.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "**resident Bidder**"
- ☒ I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

UPD Consulting	2526 Saint Paul St.	
Company Name	Address	
Baltimore	MD	21218
City	State	Zip

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree?



(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency 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 Offeror in the event Offeror 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. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree?



(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? DA
(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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 subrecipient 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.

Does vendor agree? DA
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? DA
(Initials of Authorized Representative)

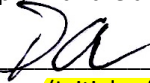
6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient 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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree?



(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree?



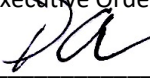
(Initials of Authorized Representative)

8. Debarment and Suspension:

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 1966 Comp. p. 189) and 12689 (3CFR 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree?

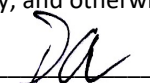


(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree?



(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements

of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree?



(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree?



(Initials of Authorized Representative)

12. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree?

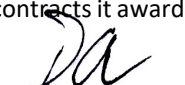


(Initials of Authorized Representative)

13. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree?



(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

UPD Consulting

Company Name


Signature of Authorized Company Official

Douglass Austin

Printed Name

President & CEO

Title

12/10/2019

Date

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

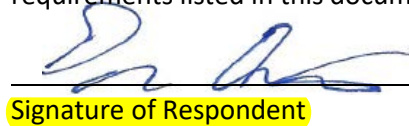
Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify

any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.


Signature of Respondent

12/10/2019

Date

DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: UPD Consulting

Street: 2526 Saint Paul St.

City, State, Zip Code: Baltimore, MD 21218

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Douglass Austin, a partner in UPD Consulting, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Sherry Chen		11.1
Patrick Cook		11.1
Ana Quintana		11.1

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.


Authorized Signature and Title

12/10/2019
Date

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

*in the County of _____, State of _____ of
full age, being duly sworn according to law on my oath depose and say that:*

I am the President & CEO of the firm of UPD Consulting
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

UPD Consulting
Company Name


Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

Company Name: UPD Consulting
Street: 2526 Saint Paul St.
City, State, Zip Code: Baltimore, MD 21218

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:


1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form _____
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.



Authorized Signature and Title

12/10/2019
Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited

and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2).

Additional information on the process is available in Local Finance Notice 2006-1

(www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

Page ____ of ____

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Limited Partnership

☐ Limited Liability Partnership

☐ Corporation

☒ Limited Liability Corporation

☐ Subchapter S Corporation

☐ Sole Proprietorship

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Douglass Austin	Name: Sherry Chen
Home Address: 2310 W Rogers Ave, Baltimore, MD 21209	Home Address: 193 Blacksnake Rd, Elkton, MD 21921
Name: Ana Quintana	Name: Patrick Cook
Home Address: 284 15th Street SE #302, Washington, DC 20003	Home Address: 7 E. Churchill Street, Baltimore, MD 21230
Name:	Name:
Home Address:	Home Address:
<p>Subscribed and sworn before me this ____ day of _____, 2 ____.</p> <p>(Notary Public)</p> <p>My Commission expires:</p>	
<p>_____ (Affiant)</p> <p>_____ (Print name & title of affiant)</p> <p>_____ (Corporate Seal)</p>	

Appendix I: CERTIFICATES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Jurisdiction	Type of Certification	Certification Number	Original Approval Date	Expiration Date	Certification Directory
Baltimore	MBE	08-005043	9/23/2010	9/1/2020	https://cityservices.baltimorecity.gov/
Delaware	MBE	DE17082857		8/22/2020	https://directory.osd.gss.omb.delaware.gov/
Kansas	DBE	N/A	9/28/2011	3/1/2020	https://directory.osd.gss.omb.delaware.gov/
Maryland (MDOT)	MBE; DBE	09-222	5/26/2010	Renewal in progress	https://mbe.mdota.maryland.gov/
New Jersey	MBE; DBE	49818-21	9/17/2010	Renewal in progress	https://njucp.dbesystem.com/
New York	MBE	54908	3/26/2010	11/21/2021	https://ny.newnycontracts.com/
Tennessee	MBE	031611-01	3/16/2013	3/16/2022	https://tn.diversitysoftware.com/
Prince George's County (MD)	MBE	17-12838		12/10/2019	https://www.princegeorgescountymd.gov/
Pennsylvania	DBE	8103	2/22/2017	9/1/2020	https://www.dotsbe.pa.gov/PAUC/
North Carolina	HUB	N/A		7/30/2019	https://www.ips.state.nc.us/vendors/
Oklahoma	DBE	1209	8/20/2015	3/19/2020	https://okdot.gob2g.com/Default.aspx
Washington (state)	DBE	D3M0024130	2/19/2016	Renewal in progress	https://omwbe.diversitycompliance.com/
Texas	DBE	N/A	4/5/2016	4/13/2019	https://txdot.txdotcms.com/
City of Chicago	DBE	N/A	4/20/2016	4/15/2019	https://chicago.mwdbe.com/
Oregon	MBE	11691		1/25/2020	https://oregon4biz.diversitysoftware.com/
District of Columbia	Business Registration	400315903834	7/17/2015	ACTIVE	
Delaware	Business Registration	2015607677	1/20/2017	ACTIVE	https://icis.corp.delaware.gov/Ecommerce/
Hawaii	Business Registration	w21840200-01	10/20/15	ACTIVE	
New Jersey	Business Registration	1398692	2/15/13	ACTIVE	https://www.njportal.com/DOR/Bid/
Oklahoma	Business Registration	3712713455	7/27/2015	ACTIVE	https://www.sos.ok.gov/corp/corpsearch/
Portland, OR	Business Registration	778206	8/24/15	ACTIVE	
Illinois	Business Registration	2984113	10/23/13	ACTIVE	https://www.ilsos.gov/corporatell/
North Carolina	Business Registration	1756671	10/2/18	ACTIVE	https://www.sosnc.gov/online_services/
Louisiana	Business Registration	43097664q	6/19/18	ACTIVE	https://coraweb.sos.la.gov/comm/
California	Business Registration	201334710101	12/9/2013	ACTIVE	https://businesssearch.sos.ca.gov/
Florida	Business Registration	M10000005364	12/6/2010	ACTIVE	http://search.sunbiz.org/Inquiry/CorporationSearch
Illinois	Business Registration	2984113	6/2/2010	ACTIVE	https://www.ilsos.gov/corporatell/
Indiana	Business Registration	201605201142466	5/20/2016	ACTIVE	https://bsd.sos.in.gov/PublicBusiness/
Kansas	Business Registration	5197413	5/1/2018	ACTIVE AND IN GOOD STANDING	https://www.kansas.gov/bess/flo/
Massachusetts	Business Registration	1079447	5/17/2012	ACTIVE AND IN GOOD STANDING	http://corp.sec.state.ma.us/CorpSearch/
Maryland	Business Registration	Z11600731	11/14/2006	ACTIVE AND IN GOOD STANDING	https://egov.maryland.gov/BusinessRegistration/
Missouri	Business Registration	FL1128237	3/18/2011	ACTIVE	https://bsd.sos.mo.gov/BusinessRegistration/
Nebraska	Business Registration	10242530	4/27/2017	ACTIVE	https://www.nebraska.gov/sos/cc/
New Jersey	Business Registration	600406745	1/13/2014	ACTIVE	https://www.njportal.com/DOR/Bid/
New Mexico	Business Registration		4/13/2018	ACTIVE AND IN GOOD STANDING	https://nmdot.dbesystem.com/
New York	Business Registration	4077681	4/6/2011	ACTIVE	https://appext20.dos.ny.gov/corpsearch/
Ohio	Business Registration	4017244	4/13/2017	ACTIVE	https://businesssearch.sos.state.ohio.gov/
Oklahoma	Business Registration	3712713455	6/18/2013	ACTIVE	https://www.sos.ok.gov/corp/corpsearch/
Oregon	Business Registration	1262693-98	10/28/2016	ACTIVE	http://egov.sos.state.or.us/br/pkg/
Pennsylvania	Business Registration	6713409	5/9/2018	ACTIVE	https://www.corporations.pa.gov/
Rhode Island	Business Registration		7/23/2010	ACTIVE	
South Carolina	Business Registration	N/A	8/5/2013	GOOD STANDING	https://businessfilings.sc.gov/BusinessRegistration/
Tennessee	Business Registration	N/A	4/14/2017	ACTIVE	https://tnbear.tn.gov/Ecommerce/
Virginia	Business Registration	S2043273	11/9/2006	ACTIVE	https://sccefile.scc.virginia.gov/BusinessRegistration/
Washington (state)	Business Registration	604-026-196	8/22/2016	ACTIVE	https://secure.dor.wa.gov/gteuna/
Federal					
SAM (System for Award Management)	Registration			1/9/2021	

ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- ☐ Respondent agrees to all terms and conditions outlined in each of the following exhibits
 - ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.
 - ☐ Respondent has amended or redlined their proposed terms and conditions for the following exhibits in the RFP response to Region 10 ESC.
-
- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
 - Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
 - Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
 - Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE Equalis Group

Appendix D: GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)