Response to:

Educational Software and Peripherals Solicitation Number 15-07

Region 4 Education Service Center

Submitted by:

Instructure, Inc.

June 30, 2015

June 30, 2015

Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas 77092
713.744.6835

Instructure is pleased to respond to Solicitation Number 15-07, Request for Proposal by Region 4 Education Service center (“ESC”) for Education Software and peripherals. Canvas fulfills the requirements for TCPN Solicitation Number 15-07 by providing a SaaS based integrated learning management system (LMS) that bundles assessments, grading, state standards tracking, messaging, learning analytics, and more—while keeping everything simple, easy, and in one place.

With Canvas, parents can be co-enrolled with their student. They can view their child’s grades, assignments, due dates, and communicate easily with teachers. Teachers and administrators enjoy the benefits of a single, integrated system that bundles attendance, assessments, grading, state standards tracking, analytics, and more.

Over 1400 universities, colleges, school districts, and corporations have chosen Canvas for their LMS because of the usability and power of Canvas’s course development and delivery toolset and Instructure’s innovative corporate vision and strong client support services.

Last, we recognize that Region 4 has listed several important requirements for the Learning Management System. It is important to note that the Canvas subscription includes access to all features, functionality, and tools without additional fees or the need to “pay more” to turn on parts of the system. Canvas is a single, integrated learning management platform that bundles assessments, grading, state standards tracking, messaging, learning analytics, and more, while keeping everything simple and in one place.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Jeff Couch
Regional Director, K-12

jcouch@instructure.com

6330 South 3000 East ● Salt Lake City ● Utah 84121

www.instructure.com
P: 801.508.6822
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APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____("Vendor")_____and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____

_____ ("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 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

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 4 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 TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public 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 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Purchasing procedure**:

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract # R_____."
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support**: The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN 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 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 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contact whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. **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. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".

3.2. **Compliance**: Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

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

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Offeror Contract Documents**: Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 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) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires

Region 4 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 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).

4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.

4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 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 4 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 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.

4.9 **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

5.1 **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 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 4 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 4 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 4 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 4 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 4 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 4 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 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide 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 4 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 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer 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 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.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments**: The 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 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating *"Per TCPN Contract"*. The shipment tracking number or pertinent information for verification shall be made available upon request.

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

8.4 **Reporting**: The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.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. The report shall include at least the following information listed below:

- Vendor Name
- TCPN Contract Number
- Reporting Period/Year
- Entity Name
- Entity Address (Including Street, City, State & Zip)
- Entity Purchase Order Number (Individual Purchase Order Numbers)
- Purchase Order Date
- Gross Sale Amount
- Administrative Fee (Based on Gross Sale Amount)
- If there are no sales to report, Vendor is still required to communicate that information via email

ARTICLE 9- PRICING

9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

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 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC 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.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 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 4 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 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 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 4 ESC or its 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:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year) Administrative fees shall be paid net 30 days after TCPN acceptance of the vendors' monthly report.

Annual Sales Through Contract	Administrative Fee
0 - $50,000,000	2%
$50,000,001 - $100,000,000	1.75%
$100,000,001 - $150,000,000	1.5%
$150,000,001 - $200,000,000	1.25%
$200,000,001 - $500,000,000	1%
$500,000,001 - $1,000,000,000	0.75%
$1,000,000,000+	0.5%

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 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 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 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 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 4 ESC or TCPN.

ARTICLE 11- OFFEROR 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 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 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**: Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 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.

12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar 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 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.

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**: Persons working under the contract shall adhere to local smoking 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 Member prior to payment. 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 Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

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

ARTICLE 13- MISCELLANEOUS

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."

13.2 **Disclosures**: Offeror 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.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is 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**: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the 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 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.7 **Legal Obligations**: It is the Offeror'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.

13.8 **Open Records Policy**: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

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

VENDOR 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	Instructure, Inc.
Address	6330 South 3000 East, Suite 700
City/State/Zip	Salt Lake City, UT 84121
Telephone No.	801.869.5000
Fax No.	888.213.3894
Email address	chris@instructure.com
Printed name	Chris Takemori
Position with company	Corporate Counsel
Authorized signature	

Accepted by The Cooperative Purchasing Network:

Term of contract October 1, 2015 **to** September 30, 2018

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 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Rita Drabek — 8/25/15

Region 4 ESC Authorized Board Member — Date

Rita Drabek

Print Name

Faye B. Bryant — 8/25/15

Region 4 ESC Authorized Board Member — Date

Faye B. Bryant

Print Name

TCPN Contract Number R150702

TCPN®
The Cooperative Purchasing Network

Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below who the participants will be for the vendor orientation. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the orientation meeting.

Vendor orientations for this RFP will be held between September 8 - 25, 2015.

Please provide information on who should be contacted for scheduling **if awarded**:

Instructure, Inc.
Vendor

Jeff Couch
Point of Contact

Regional Director
Title

Office: 801.508.6822 Cell: 801.502.9487
Phone Number

jcouch@isntructure.com
Email Address

Signature: _____ Date: June 23, 2015

Tab 2 Questionnaire (Appendix E)

The Questionnaire Form is provided on the following page.

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**

Offeror 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)

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

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

☐ American Samoa	☐ Northern Marina Islands
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ 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 through TCPN ☐ 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.)

- Will the products accessible through your diversity program or partnership be offered to TCPN 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. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable 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 MWBE ☐ Yes ☒ No
List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No
List certifying agency: _____

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 Salt Lake State of UT.

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 third box is checked a detailed explanation of the names and convictions must be attached.

6. **Processing Information:** Company contact for:

Contract Management

Contact Person: Robbie Matthews
Title: Pricing Analyst
Company: Instructure, Inc.
Address: 6330 South 3000 East, Suite 700
City: Salt Lake City State: UT Zip: 84121
Phone: 801.658.7479 Fax: 888.213.3894
Email: rmatthews@instructure.com

Billing & Reporting/Accounts Payable

Contact Person: Brittany Anderson
Title: AR Clerk
Company: Instructure, Inc.
Address: 6330 South 3000 East, Suite 700
City: Salt Lake City State: UT Zip: 84121
Phone: 801.869.6891 Fax: 888.213.3894
Email: bnanderson@instructure.com

Marketing

Contact Person: Misty Frost
Title: VP Marketing
Company: Instructure, Inc.
Address: 6330 South 3000 East, Suite 700
City: Salt Lake City State: UT Zip: 84121
Phone: 801.869.5000 Fax: 888.213.3894
Email: misty@isntructure.com

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

☒ Manufacturer direct ☐ Certified education/government reseller

☐ Authorized distributor ☐ Manufacturer marketing through reseller

☐ Value-added reseller ☐ Other _____

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. ☒ Yes ☐ No

  (Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? ☒ Yes ☐ No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Allied States Cooperative (ASC)	We don't disclose this information.		
Texserve			

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Tab 3 Company Profile (Appendix F, excluding References section)

Please provide the following:

Company's official registered name.

Instructure, Inc.

Brief history of your company, including the year it was established.

Instructure, Inc. was incorporated in 2008 as a privately-held C Corporation. Instructure is based in Salt Lake City, Utah where the Canvas learning management system (LMS) is developed and supported by over 700 employees.

Instructure's co-founders Brian Whitmer and Devlin Daley were fellow graduate students in the Computer Science Department of Brigham Young University. It was apparent to Brian and Devlin that the legacy LMS at their university was not keeping pace with the new tools, services, and technologies that were widely available on the web, the logical platform for an LMS. Educational technology, they reasoned, should be in the forefront of innovation, not ten years behind it.

Brian and Devlin began collaborating with more than a dozen universities and colleges nationwide to design an advanced LMS platform that would offer all of the features and functionality required for effective instruction development and delivery while also providing an intuitive and easy-to-use work environment. For over a year, Brian and Devlin met with administrators, instructional designers, instructors, and students to identify, document, and refine what each group needed most in a state-of-the-art LMS. By mid-2009, Instructure had successfully completed the pilot of its innovative, industry-changing LMS: Canvas.

With its official market launch in January 2010, Canvas set a new, open standard for education technology as the only true, native cloud LMS. Canvas is entirely accessible by standard web browsers and leverages popular social media services such as Twitter, Google Doc, YouTube, and Flickr.

In February 2011, Instructure announced that Canvas would be available to all users as an open source LMS, giving individuals, schools, and institutions open access to the source code. The open source code for Canvas is freely available at Instructure's technology page at https://github.com/instructure/canvas-lms.

In 2013, Instructure announced the integrated Canvas App Center with "one-click" installation of IMS Learning Tools Interoperability (LTI) compliant tools and services. The Canvas App Center (http://www.eduappcenter.com) is rapidly-growing app library with over 190 apps providing interactive resources, content repositories, assessment tools, social media, and other digital learning and teaching resources.

In September 2014, Instructure released Commons, a learning object repository (LOR) fully integrated with the Canvas LMS cloud service and freely available to all Canvas client institutions. Millions of people are teaching and learning on Canvas and they are creating amazing and innovative educational

resources. Now, Canvas Commons makes it easy for users to share, search, use, and reuse their courses and powerful learning objects.

Company's Dun & Bradstreet (D&B) number.

Instructure's D&B Code is 061308551.

Corporate office location.

Instructure, Inc.
6330 South 3000 East Suite 700
Salt Lake City, UT 84121

List the total number of sales persons employed by your organization within the United States, broken down by market.

Instructure has 8 Regional Sales Directors in the higher education market, 8 Regional Sales Directors in the K-12 market, and 15 Regional Directors for K12 mid-market sales. Each market also has a number of, inside sales reps, and territory development managers that follow-up on leads generated by our marketing department and initiate the qualification and sales process.

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

All sales activities are managed from our corporate offices in Salt Lake City, UT. Regional Sales Directors are typically home-based and work and live in their Instructure sales region. Contact information will be provided and included with the initial 90 day rollout plan.

Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

a. *Sales*

Jeff Couch, Regional Director K12, jcouch@instructure.com, 801.508.6822 M: 801.502.9479

Tina Shanks, Regional Director K12, tshanks@instructure.com, 801.658.7513 M: 210.860.2565

b. *Sales Support*

Jared Ward, Solutions Engineer, jward@instructure.com, 801.243.4891

c. *Marketing*

Misty Frost, VP Marketing, misty@isntructure.com, 801.869.5000

d. *Financial Reporting*

Jonathan Cook, Controller, jonathan@instructure.com, 801.869.5208

e. Executive Support

Chris Smith, SE Lead, K12 Domestic, csmith@instructure.com, 803.322.8892

Define your standard terms of payment.

Subscription fees are due net/30 upon contract signing. Services fees are due as services are performed.

Who is your competition in the marketplace?

Competitors in the marketplace include Schoology and Its Learning.

Overall annual sales for last three (3) years; 2012, 2013, 2014.

As a private company Instructure does not release financial information without prior signing of a non-disclosure agreement. For you convenience we have attached a copy of our NDA to this proposal in Section 1 Vendor Contract and Signature Form.

Overall public sector sales, excluding Federal Government, for last three (3) years; 2012, 2013, 2014.

As a private company Instructure does not release financial information without prior signing of a non-disclosure agreement. For you convenience we have attached a copy of our NDA to this proposal in Section 1 Vendor Contract and Signature Form.

What is your strategy to increase market share?

As the most usable, customizable, adaptable, and reliable learning platform (think 99.9% uptime), Canvas is adopted faster and deeper (or, is used in more ways by more users) than any other LMS. See how Canvas makes teaching and learning easier for everyone at www.CanvasLMS.com.

What differentiates your company from competitors?

Through open, usable, cloud-based technologies, Canvas connects all the content, tools, and services that teachers need and students want in one simple place. Not surprisingly, simplifying classroom management and course delivery—all within the framework of the most usable, customizable, adaptable, and reliable learning platform (think 99.9% uptime)—makes all the difference when it comes to school- or district-wide LMS adoption. That's why Canvas is adopted faster and deeper (or, is used in more ways by more users) than any other LMS. So, in the end, investing in education technology actually makes teaching and learning easier from kindergarten through 12th grade (and everywhere in-between).

Canvas is the educational revolution by Instructure, the technology company that makes smart software that makes people smarter. In addition to the Canvas LMS, Instructure offers Canvas Commons, the learning object repository that actually gets used; Canvas Catalog, the customizable, all-in-one course catalog, registration system, and payment gateway; and Canvas Network, an index of open, online courses taught by educators everywhere. Learn more about the expanding Canvas edu-ecosystem at www.CanvasLMS.com.

Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

The Canvas website is designed to provide information and to capture lead information that will allow our sales representatives to make contact and assist the K12 or higher education institution with their evaluation and purchase of the Canvas Learning Management System. Enterprise software such as Canvas is not conducive to online or catalog ordering.

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

Canvas users can contact our Customer Service Department using any of the following methods:

Help Tool. Available 24/7/365, the Help tool is an integrated component of Canvas. It is invoked by the user's clicking on the "Help" button that is always available in the top right-hand corner of the user's dashboard. When the Help tool is invoked, it opens a support ticket and captures the following information: time, date, Canvas system context, operating system version of the user, browser version, and user ID.

Canvas Help Center. Available 24/7/365, Canvas Help Center incident reporting is accessed at tickets.instructure.com under the "Submit a Request" tab.

Email. Available 24/7/365, users can report incidents submitting an email to support@instructure.com.

Phone. Users report incidents by contacting their local LMS Administrator at the phone number and during the days and times established for that purpose. Weekday business hours, local time, are the typical support hours.

A reported incident opens a support ticket. Tickets are automatically opened when the reporting method is the Help tool, the Canvas Help Center, or email. Tickets are manually opened when reported by phone. Users can track the status of their support tickets through the Canvas Help Center.

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

No, Instructure is not currently, and has not in the past been involved in any litigation, bankruptcy, or reorganization.

Marketing / Sales

Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:

a. A co-branded press release within first 30 days

Instructure agrees to develop a co-branded press release within the first 30 days of contract signing.

b. Announcement of award through any applicable social media sites

Instructure has a significant social media presence and we will leverage extensively during the first 90 days of the contract.

c. Direct mail campaigns

We have not found direct mail campaigns to be an effective means to market Learning Management Systems.

d. Co-branded collateral pieces

We will work with you to insert a TCPN logo in our marketing materials

e. Advertisement of contract in regional or national publications

We are open to explore advertising opportunities in regional and national publications.

f. Participation in trade shows

Instructure is well represented at numerous trade shows each year. We view this as a key marketing and lead generation initiative that allows our sales reps to have one on one contact with key decision makers at K12 and Higher Ed institutions. Tradeshows and events that we will be participating in are listed on our website at: http://www.canvaslms.com/news/events

g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:

i. TCPN and Region 4 ESC Logo

ii. Link to TCPN and Region 4 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

Instructure is open to discussing all of these web-based homepage options while developing a comprehensive marketing and contract fulfillment strategy with TCPN.

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

Instructure is motivated to enable institutions to find the easiest and most efficient way to purchase Canvas. K-12 and Higher Ed institutions benefit from participating as part of this contract because it will allow them to circumvent a time consuming and often-times arduous RFP process for a learning platform they know they want to buy. We would anticipate presenting the TCPN purchasing option to as many potential customers as possible. Additionally, by aggregating demand we will offer the institution a lower price than they would have had purchasing Canvas directly.

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

We don't intend to market it to government (city/county) customers. We intend to market Canvas and the TCPN contract to schools; primarily K12 (districts, schools, charter schools, etc…) and the higher education (colleges and universities) markets.

Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

Instructure will begin immediately to develop a 90 day plan collaboratively with the TCPN team – upon contract signing.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

Instructure has a robust sales training program and our sales reps are very sharp and experienced in applying new sales strategies in the field. We will simply train them that they have a new tool that helps schools buy our software without the burden of a competitive bid process. This sales staff is expanding each month and has grown to more than 20 sales representatives focused on both the PK-12 and Higher Education markets.

Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Instructure agrees to provide TCPN and Region 4 ESC with our company logo along with the permission to reproduce our logo in marketing communications and promotions.

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

$ 300K in year one

$ 900K in year two

$ 2.7Min year three

Administration

24. 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).

Instructure has developed a number successful and productive relationships with cooperatives and/or State consortiums. Contact information for a number of these consortiums is provided in the tables below

Table 1. North Carolina Department of Public Instruction

North Carolina Department of Public Instruction (NCDPI)	
Institution Name	North Carolina Department of Public Instruction (NCDPI)
Institution Address	The Friday Institute for Educational Innovation. 1890 Main Campus Drive. Raleigh, North Carolina 27606
Contact Name	James Robinson, III
Contact's Title	Systems Architect

North Carolina Department of Public Instruction (NCDPI)	
Contact's Phone No.	(919)816.2325
Contact's Email	jerobins@ncsu.edu

Table 2. Texserve

Texserve (Dallas County School)	
Institution Name	Texserve (Dallas County Schools)
Institution Address	612 N Zang Blvd Dallas, TX 75208
Contact Name	Jack McKinney
Contact's Title	Director
Contact's Phone No.	(214) 944-4577
Contact's Email	jmckinney@dcschools.com

Table 3. Iowa Educators Consortium

Iowa Educators Consortium (IEC)	
Institution Name	Iowa Educators Consortium (IEC)
Institution Address	1120 33rd Avenue SW Cedar Rapids, Iowa 52404
Contact Name	Jerry Cochrane
Contact's Title	IEC Coordinator
Contact's Phone No.	(319)399-6741
Contact's Email	jcochrane@iec-ia.org

Table 4. Washington State Board for Community and Technical Colleges

Washington State Board for Community and Technical Colleges (SBCTC)	
Institution Name	Washington State Board for Community and Technical Colleges (SBCTC)
Institution Address	1300 Quince Street SE Olympia, WA 98504-2495
Contact Name	Mark Carbon
Contact's Title	LMS Admin
Contact's Phone No.	(509) 434-5154
Contact's Email	mcarbon@sbctc.edu

Table 5. Mississippi College Board

Mississippi Community College Board (MCCB)	
Institution Name	Mississippi Community College Board (MCCB)
Institution Address	3825 Ridgewood Rd Jackson, MS 39211
Contact Name	Audra Kimball
Contact's Title	LMS Admin
Contact's Phone No.	(601) 432-6391
Contact's Email	akimble@mccb.edu

Table 6. Utah Education Network

Utah Education Network (UEN)	
Institution Name	Utah Education Network (UEN)
Institution Address	101 Wasatch Drive

Utah Education Network (UEN)	
	Salt Lake City, UT 84112
Contact Name	Scott Allen
Contact's Title	Learning Systems Administrator
Contact's Phone No.	(801) 581-5382
Contact's Email	scott.allen@uen.org

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

Instructure has an accounting department of 22 staff members. One of the staff members is responsible for compiling and distributing monthly sales reports to our consortium partners.

26. 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.

This is a function of Instructure's well-equipped Implementation, Customer Success, and Accounting departments.

27. 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.

Instructure has a philosophy of constant improvement and is always open to making changes to processes that will help things run more efficiently. We are confident that as we develop a working relationship with TCPN in fulfilling order requests for the Canvas Learning Management System we will be able to implement the most cost effective and efficient business practices for TCPN, Instructure, and the participating public agencies.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

Instructure, Inc. is a software company providing Learning Management Systems to educational markets. Instructure's LMS Canvas is provided as a cloud based service thus no packaging or shipping materials are used in the sale of the product.

Our Learning Management System gives educators, administrators, instructors and students a way to interact and collaborate in an online education environment, rather than strictly the traditional on-campus,

in classroom setting. This approach encourages sustainability by removing the need to commute to class, virtually eliminating transportation costs and CO2 emissions.

Course materials and learning content are provided online eliminating the need to distribute hardcopy textbooks or course materials. Testing and assessments are also performed online in a paperless, environmentally friendly way.

The Instructure business model as a whole naturally encourages our entire user community to move from less-sustainable methods of educating and learning, to a more environmentally responsible and forward-looking approach. Other successful sustainable initiatives Instructure has implemented include:

No.	Project Name	Sustainable Initiative
1	Documentation	Reduction in waste products due to reduction of printed documentation and CD's.
2	Power/Cooling	Reduction in power and cooling requirements by moving to virtualized, hosted server environment taking advantage of better equipment utilization.
3	Facilities	Reduced requirements for classroom facilities with the effective use of online education services.
4	Corporate	Use of recyclable waste receptacles and recyclable paper. Motion detection lighting in all logical locations.

Vendor Certifications (if applicable)

29. 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.

Not Applicable.

Tab 4 Product / Services (Appendix B)

The scope of this RFP shall include but is not limited to the following categories.

Canvas fulfills the requirements for TCPN Solicitation number 15-07 by providing Education and Learning tools for teachers and students. Canvas is a single, integrated learning management platform that bundles assessments, grading, state standards tracking, messaging, learning analytics, and more, while keeping everything simple and in one place. Canvas will support your pedagogical goals and track your alignment with standards mastery (TEKS, ELPS, and CCRS) in order to ensure that your students have an engaging, rich learning experience. Students, especially K-12, need more than just text to engage them. Canvas is designed to simplify incorporating media, webpages, videos, and other third-party integrations.

Canvas can be accessed from anywhere at any time, helping teachers engage students, and allowing parents to co-enroll in classes to track assignments and grades. Because Canvas requires no programming knowledge, teachers can easily create, manage, and reuse course content. Usually teachers, administrators, students, and parents already have the skills needed to navigate, learn, and use Canvas.

Canvas is hosted by Instructure on the state-of-the-technology cloud infrastructure provided by Amazon Web Services. Canvas can be accessed from any computing or communications device with Internet connectivity and a compatible web browser, including tablets and smart phones. Instructure guarantees 99.9% Canvas system availability and our hosting services provide full support, rolling released upgrades/updates that rarely incur any system downtime, backup, and disaster recovery services.

Canvas stands out because of its intuitive design, adaptability, focus on innovation, and unparalleled availability.

4.1.1 Intuitive Design

Canvas is designed thoughtfully and deliberately to be exceptionally easy to use with an elegant and intuitive interface. Our goal is to have students access information in the fewest clicks possible. Students can easily become frustrated when they cannot find the information they need. Canvas's dashboard shows students the most important information right when they log in. The Dashboard answers the questions, "What is going on in all of my courses?" and "What do I need to do next?" The dashboard provides a single view that allows students to view assignments, course materials, and grades, as well as upload materials and submit assignments. This single view ensures that students can quickly and easily find the information they need so that they can focus on learning.

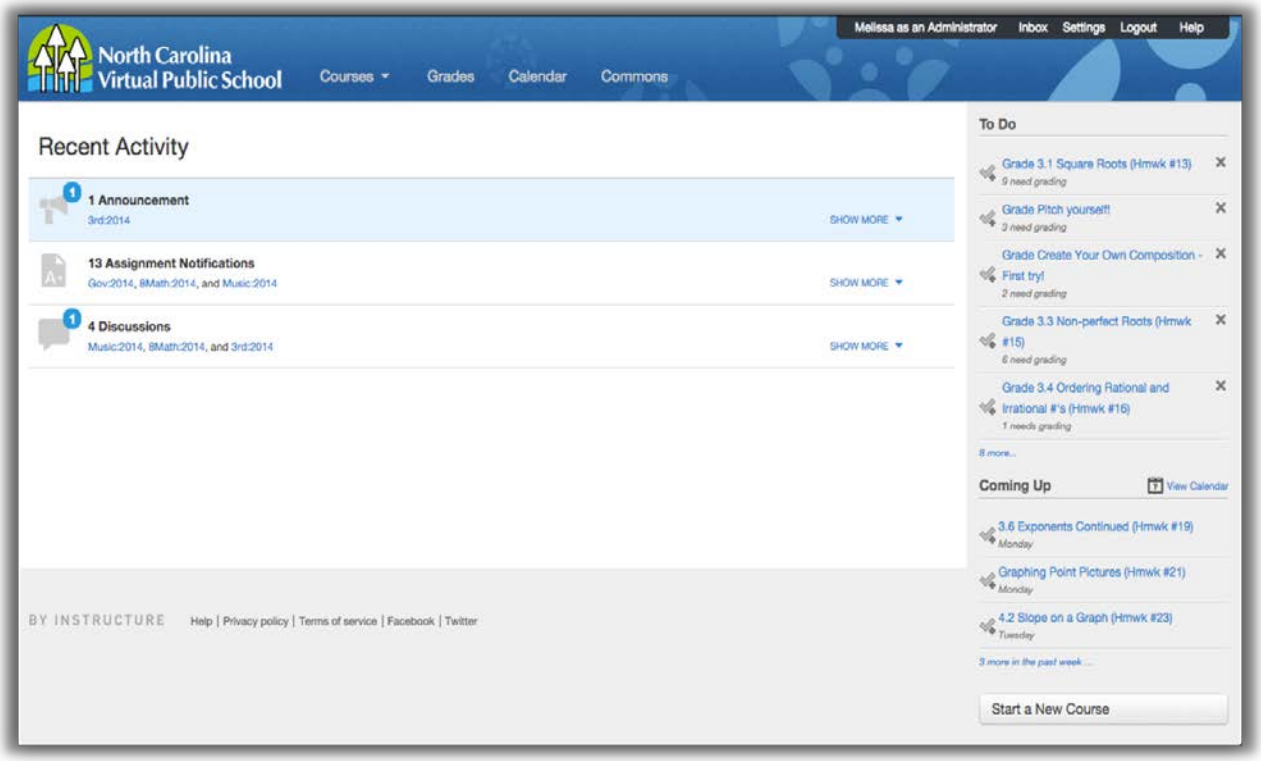


Figure 1 Canvas Dashboard

Students want their course information delivered in the format that is most readily available to them. Canvas Mobile Apps are a native IOS and Android app that is designed to make access to Canvas on mobile devices as simple as possible. Canvas also offers a native mobile polling app. Ensuring that Canvas is easily available helps ensure that it gets used and utilized.

Figure 2 K-12 Mobile, Tablet, and Desktop Interface

Canvas has been designed to ensure that faculty have a positive experience as well. The intuitive nature of Canvas has led to extremely high faculty adoption rates, as shown in Figure 3.

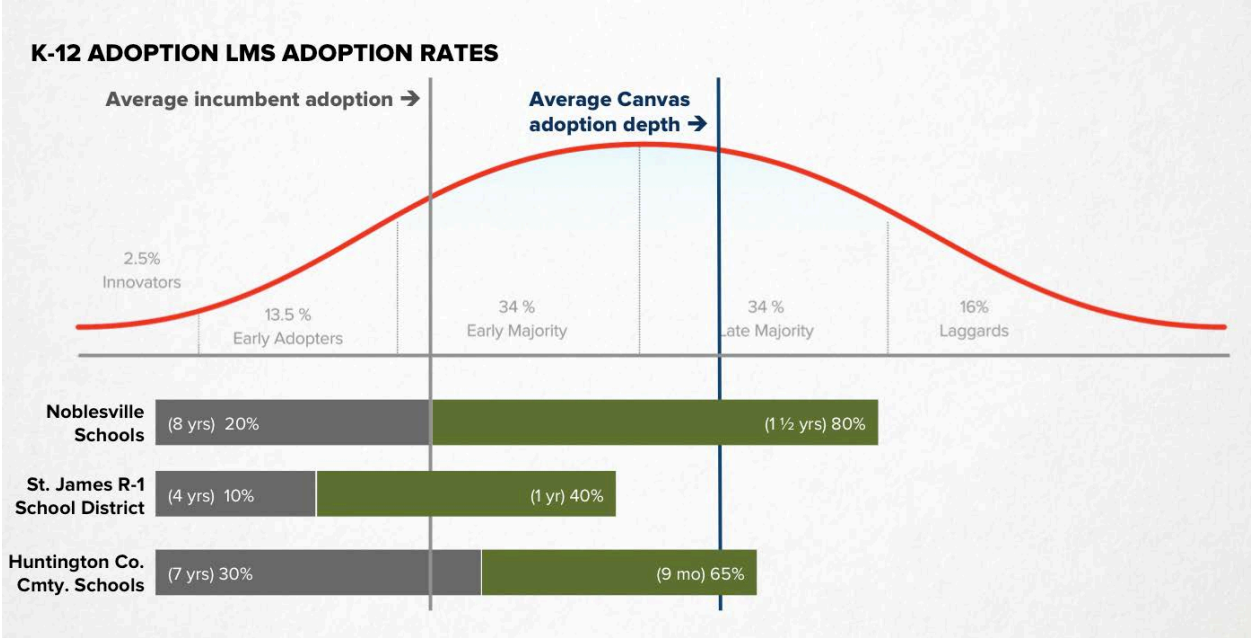


Figure 3 K-12 Adoption Rates

4.1.2 Adaptable

Instructure strives to be adaptable to meet the needs of schools around the world. Each school district has unique needs. We want you to be able to find the solution that fits your exact needs. Part of making that happen is having an open API to ensure that applications can be easily integrated into Canvas. Something that sets us apart in the LMS industry is our one-click LTI installation. The Canvas Edu App Center (https://www.eduappcenter.com/) is a rapidly-growing app library with over 190 apps providing interactive resources, content repositories, assessment tools, social media, and other digital learning and teaching resources.

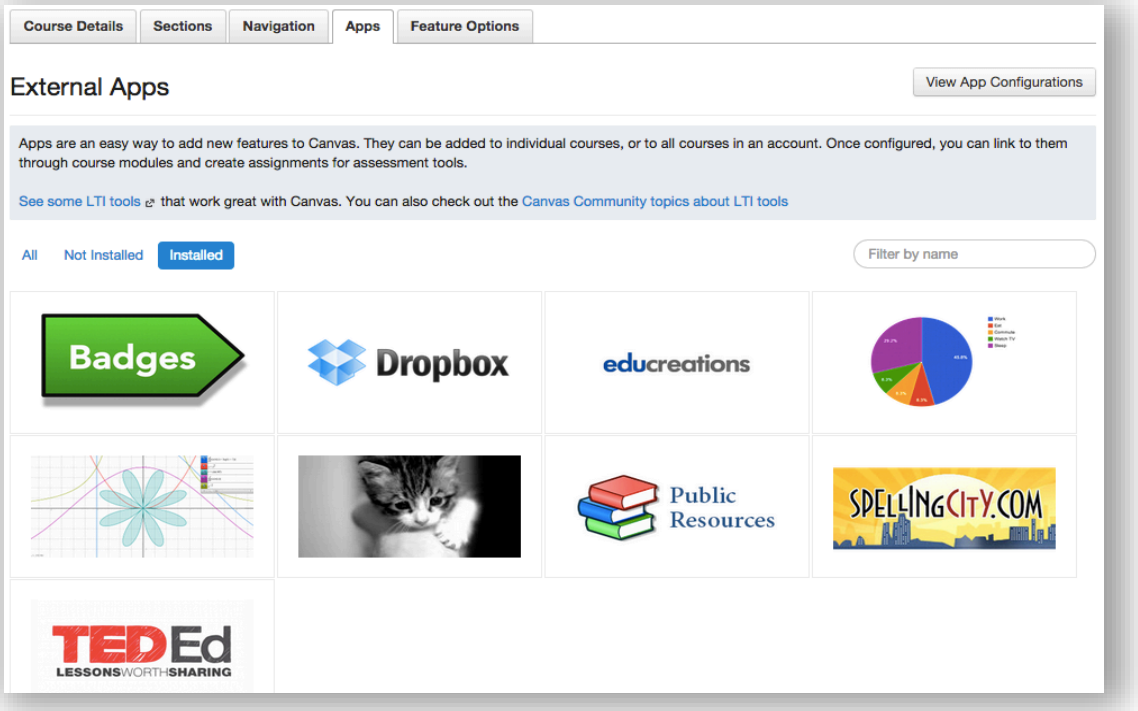


Figure 4 Canvas Apps

Another way that we increase adaptability is by increasing opportunities for sharing and collaboration. As a cloud-native, multi-tenant application serving over 18 million users, Canvas provides the potential for seamless association, sharing, and collaboration beyond an isolated institution. Included in Canvas LMS is Canvas Commons--a native Learning Object Repository (LOR) that will support organizational management of online course programs and curricula for maximum efficiency and reusability.

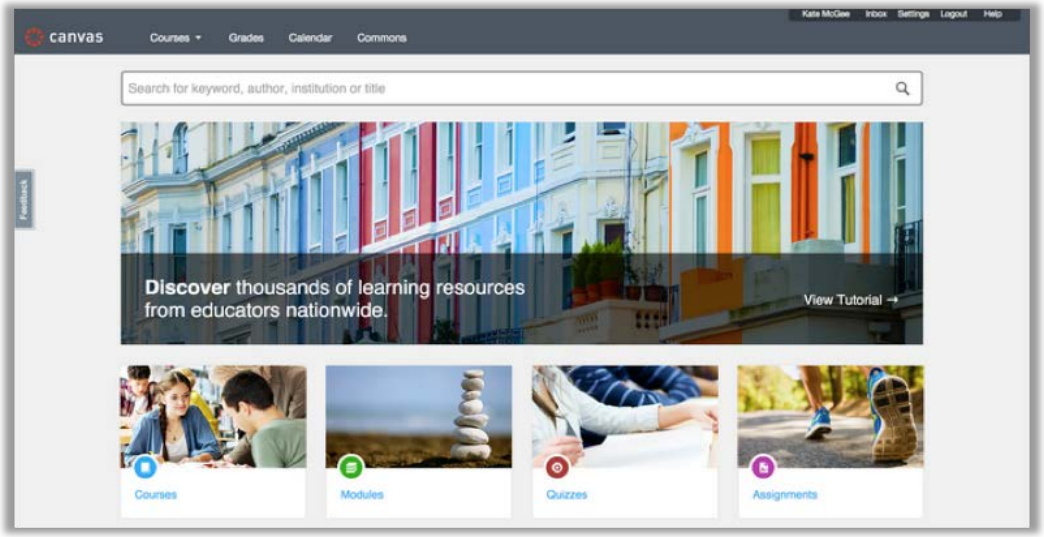


Figure 5 Canvas Commons

4.1.3 Innovation Focused on Your Needs

Instructure views our relationship with school districts as a partnership. We listen to you. You are the one on the front lines with students. Canvas is constantly evolving and changing in order to ensure that we meet your needs and the needs of your students. Every school district has the opportunity to discuss improvements and changes with an assigned Customer Success Manager. You can visit https://community.canvaslms.com/community/ideas/studio to learn more about what we are currently working on. Many of our projects are driven by user suggestions.

Instructure believes that Canvas should empower teaching and learning without burdening teachers and students. Technology is a tool of education, and if we do our work right Canvas, first, stays out of the way, and, second, encourages teachers and learners to innovate and improve their practice. We provide the technological support that you need to innovate and revolutionize education.

4.1.4 Availability

Availability and access are another critical aspect of a virtual learning environment. If you create an engaging, intuitive learning environment, but the system is frequently down, you will have students who are unable to access the rich experience that you have created. Instructure knows that availability is critical; that is why we guarantee an unparalleled 99.9% uptime. It is that simple.

We can do this because Instructure hosts Canvas on the cloud-computing infrastructure provided by the Amazon Elastic Compute Cloud (EC2) and fully redundant storage infrastructure of the Amazon Simple Storage Service (S3). The capabilities of the Amazon infrastructure and Instructure's comprehensive hosting services provide:

- Fully redundant computing resources with active monitoring for failure detection and automated fail-over
- Real-time performance tuning via automated provisioning of resources to respond to spikes and peak usage times with no performance degradation
- Data protection through data replication, backup/restore, and disaster recovery procedures
- Load balanced application servers and aggressive data caching for superior web performance

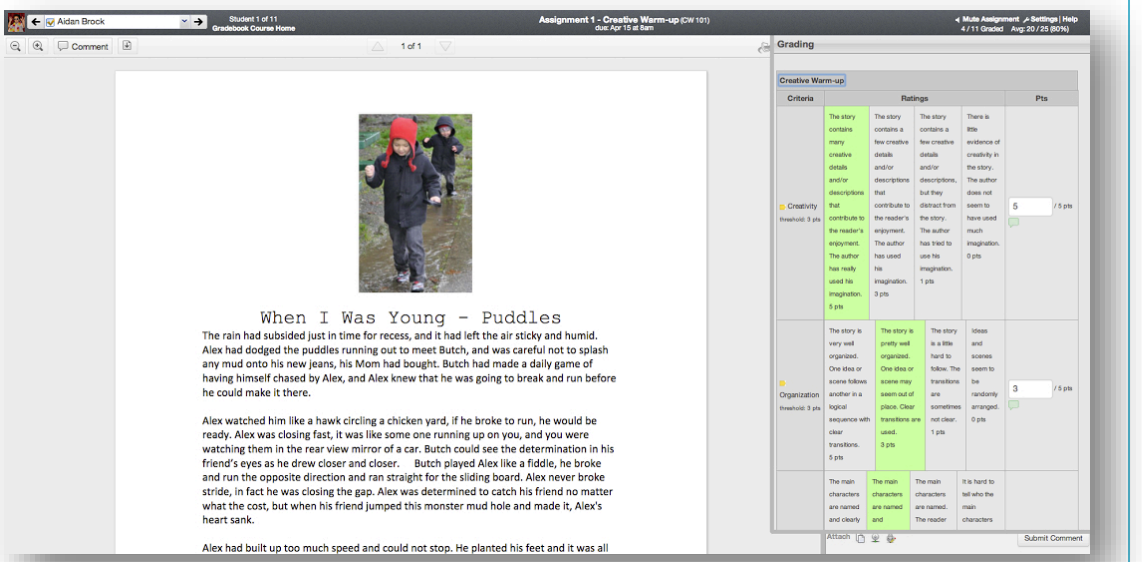
Another reason we can have such high availability is because we are not constantly releasing patches and revisions. Instructure's hosting services include automatic "hands-free" upgrades and updates. There are no patches, service packs, or version numbers. Upgrades and updates to Canvas are released on a three-week cycle, typically on Saturdays, and require no system downtime. When warranted and necessary, high-priority bug fixes are applied to Canvas between triweekly releases.

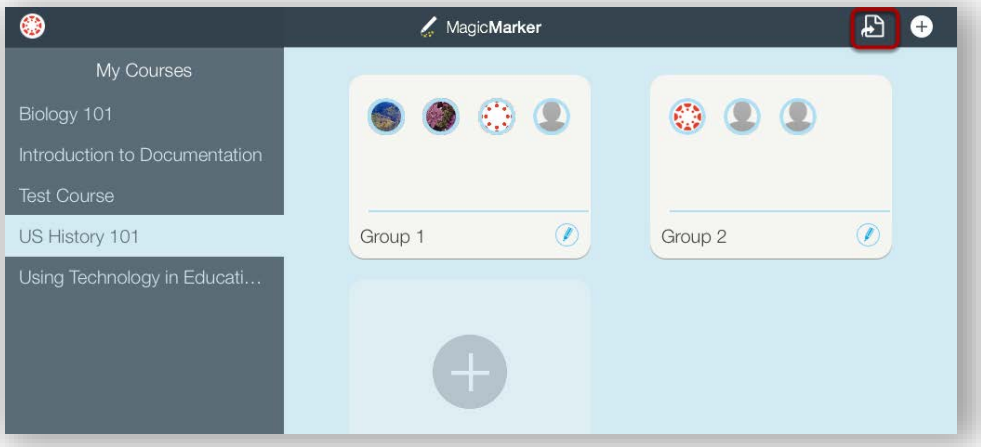
4.1.5 Canvas Features

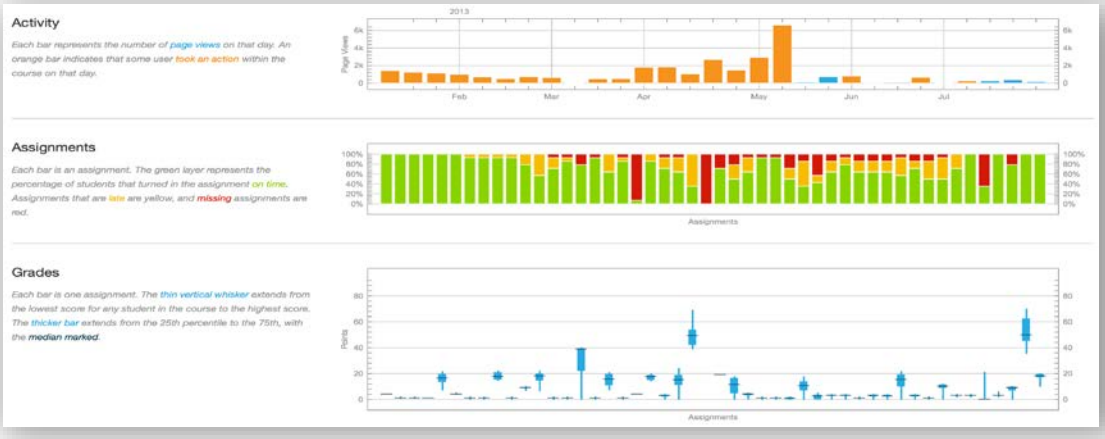
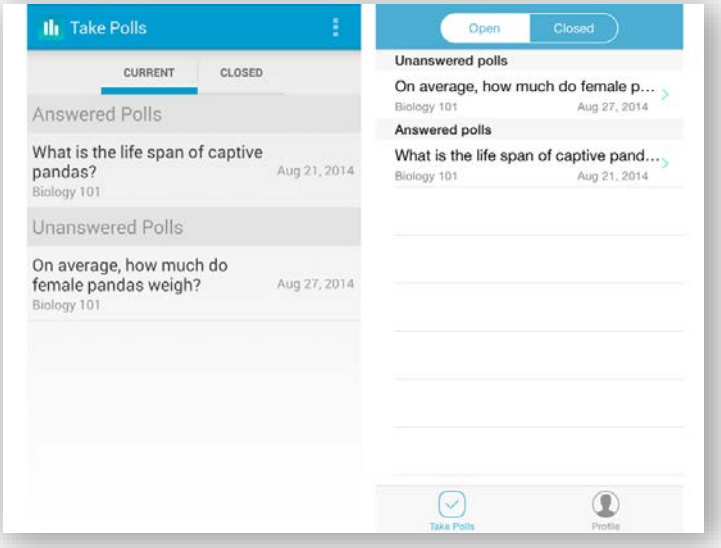
Please see the table below for a brief overview of some of our top features for K-12 school districts. The features are listed under the headings of assessment solutions, intuitive course creation tools, and user accessibility.

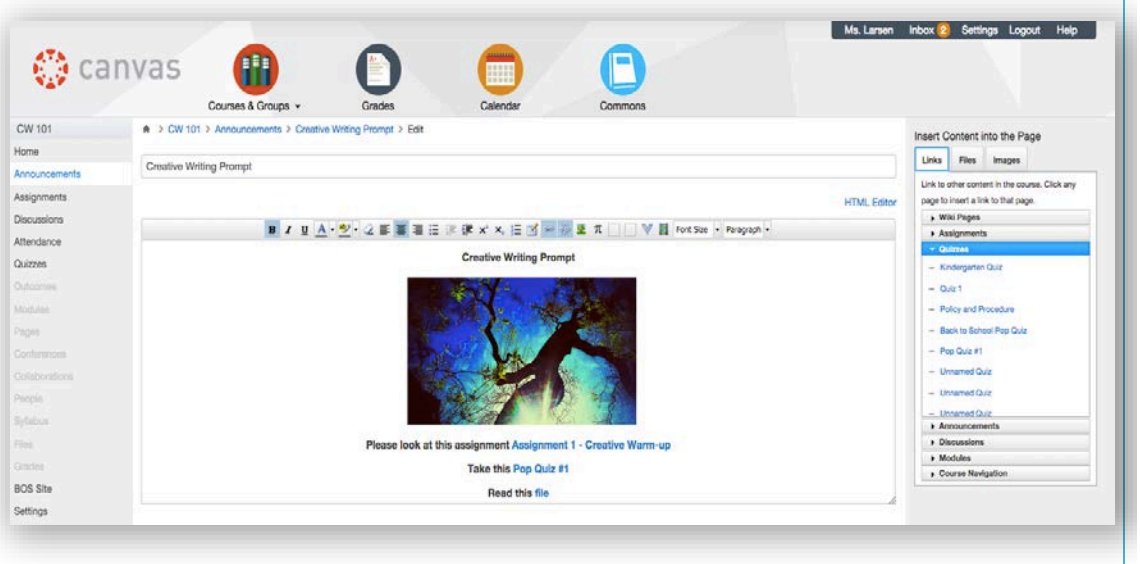
Table 7. Canvas Features

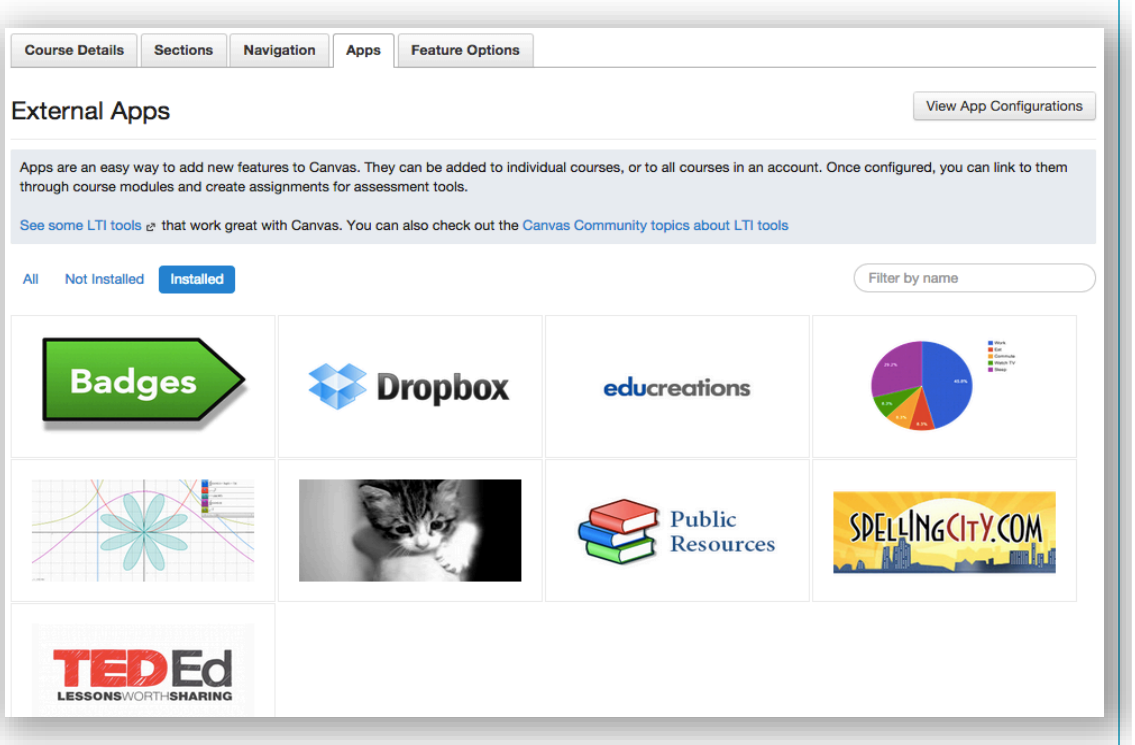
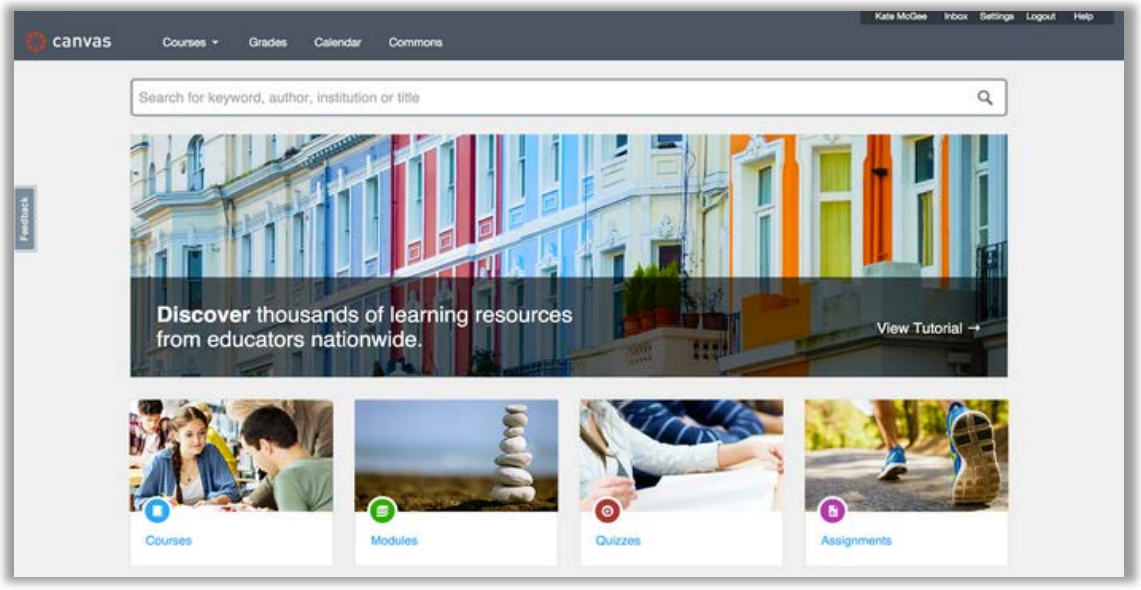
Assessment Solutions	
Quizzes	Quizzes can be created from scratch or from question banks with a variety of question types and quiz options. Quiz options include multiple attempts, automated feedback, and module release based on prerequisites and completion criteria. Teachers can use SpeedGrader's rubric, annotation tools, and discussion to provide corrective feedback. The Quiz Statistics feature provides data about Canvas quizzes so that faculty and administrators can view student performance and evaluate the effectiveness and validity of individual questions and the quiz as a whole. The regrade tool allows teachers to quickly modify and regrade quiz questions. If there is concern about a specific question, teachers can allow two answers to be marked correctly or award everyone full credit for the question.
Assignments	Assignments support assessment using SpeedGrader's rubric, annotation tools, and discussion to provide corrective feedback. Assignments allow multiple assignment submissions and revisions. Students can post URL submission for blog posts and other coursework. Assignments also allow for peer review.
Discussions	Discussions enables students to demonstrate their ability to critically think through a topic, communicate, and engage with others. Discussions also allow teachers to post reflective topics that require students to metacogitate, understand, and accept critical feedback from peers, and form opinions through diverse perspectives. Teachers can take advantage of rubric- and outcome-based assessment using SpeedGrader.
ePortfolio	The ePortfolio allows students to showcase their reflections, coursework, and mastery over time. Teachers can assess using rubric- and outcome-based assessments. ePortfolios allow for comments on any page or artifact that can direct students to think critically on their work and adjust future learning.
Surveys	The Surveys tool allows teachers and administrators to collect direct feedback from students (self-reports) in order to help evaluate course design, content, and delivery.
Rubrics	The Rubrics tool allows teachers to define criteria and create rubrics that provide a structured, consistent, and prescriptive framework for assessment.

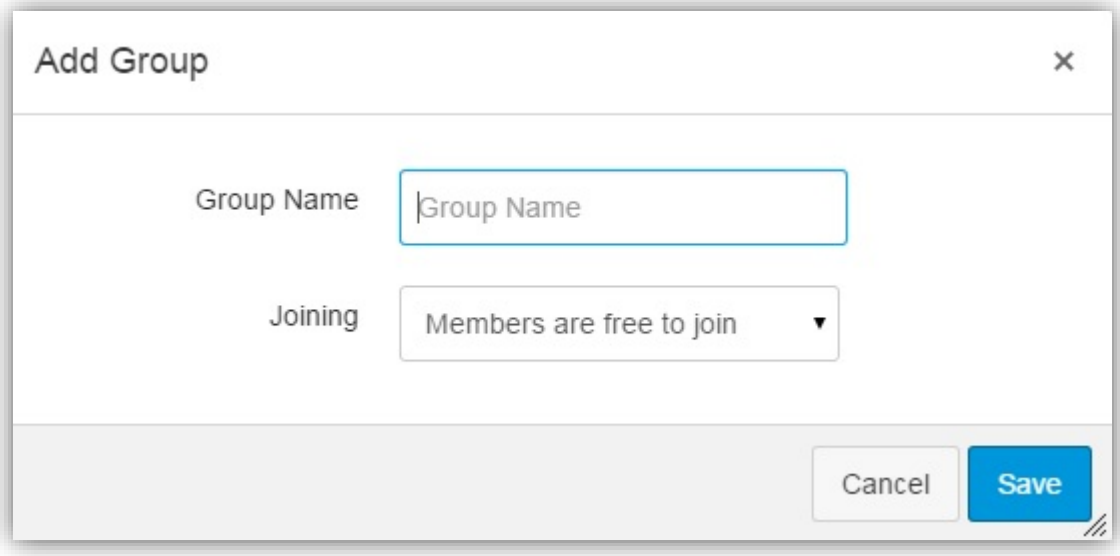
SpeedGrader™	Teachers can view, grade, initiate discussions, and provide students with written, video, or audio feedback within one frame. This allows teachers to efficiently evaluate student coursework. If learning outcomes are tied into rubrics, they can also be gathering data on student mastery as they grade. 
Grades	The Canvas Gradebook allows assignments and quizzes to be scored by points, percentages, letter grades, and complete/incomplete. The Gradebook provides a “Message students who...” tool (messaging based on gradebook criterion) and feedback directly on scores.
Standards Reporting	Objectives for state standards can be aligned with course assessments for easy standards reporting.

Learning Mastery Gradebook	The Learning Mastery Gradebook helps faculty and administrators tracks standards and assess the outcomes that are being used in Canvas courses. All scores are color-coded to show outcomes and the level attained by each student: mastery (green), near mastery (yellow), and remedial (red). Score levels are calculated based on half of the outcome mastery threshold
MagicMarker for iPad	Magic Marker for iPad enables instructors to assess and mark student progress toward learning outcomes quickly, easily, and in real-time in fast-moving classrooms. 

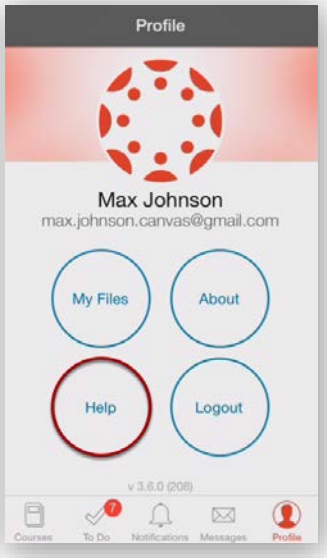
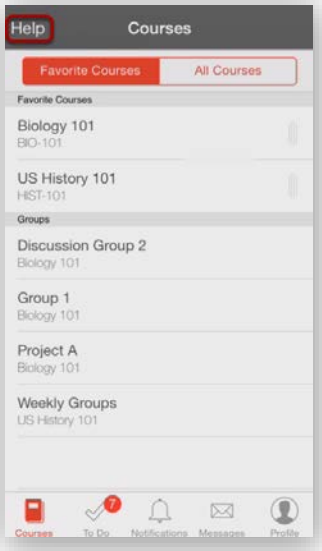
Learning Analytics	Teachers, administrators, and parents can use learning analytics to monitor student engagement, track activities, and use predictive profiles to help at-risk students. , the Analytics Individual Student view enables administrators and faculty to: 1. View activity for the student. 2. View responsiveness of messaging (communication) from the student to instructor and instructor to student. 3. View assignments to see if the student is at-risk or not. 4. View the student's grades. 
Polls for Canvas	For a quick, on-the-spot assessment of student understanding and knowledge teachers can utilize Polls For Canvas, a student response app (for iOS and Android) for real-time and on-the-fly classroom polling. 

Intuitive Course Creation Tools	
Rich Content Editor	Canvas's content creation tool, such as Pages, Assignments, Quizzes, Announcements, and Discussions all use the Rich Content Editor, a WYSIWYG editor that enables users to create formatted text and rich content for course content and coursework. The Rich Content Editor provides the embedding of and linking to multimedia, video, audio, URLs, files, and other digital resources in course content, coursework, and communications. Files, links, and images can be dragged and dropped from the Content Panel into the Rich Content Editor for the creation of course content and coursework.
	

Integrations	The standards-based, pluggable platform provides easy integration with a wide variety of external technologies, systems, tools, and services. 
Learning Object Repository	Canvas Commons is a *learning object repository* that's seamlessly integrated into Canvas so that any instructor or designer can find learning objects ranging from assignments to entire courses to incorporate into their courses or they can choose to share all or part of a course with the larger community 

Groups	To foster collaboration and build class relationships, teachers can utilize Canvas's intuitive group tool. The Group Manager tool allows faculty to choose if groups are formed through instructor assignment, random assignment based on specified group size, or student self-signup. Group Categories can also be defined to organize and identify related groups. Groups can be global and have members from the institution's entire Canvas community or group membership can be limited to only users enrolled in a particular course. The group creation tool is shown below.  Group Creation
Flexible Pedagogy	A variety of teaching styles, frameworks, and web technologies are supported with Canvas.

User Accessibility

Mobile Access	Courses are accessible from browser-enabled mobile devices and using Canvas mobile apps. Apps are available for the iPhone, iPad, and Android, and can be downloaded from the app store at no charge.  
Parent Co-enrollment	Parents can be co-enrolled with students to monitor assignments, grades, missing work, and teacher communication. This ensures that parents have access to all the important information.
Accessibility	Canvas complies with accessibility standards and is suitable for teachers and students of all abilities.
Internationalization	Canvas supports Arabic, Chinese (Simplified and Traditional), Dutch, English (US, UK, and Australia), French, German, Japanese, Norwegian, Polish, Portuguese, Portuguese (Brazil), Russian, and Spanish. Korean, Persian, and Turkish are also available but are currently in the process of being verified.
Communication Preferences	To ensure that users have access to information in the method most convenient for them, Canvas allows users opt to receive brokered notifications and messages via external email, SMS text message, LinkedIn, or Twitter

Tab 5 References (Appendix F)

Canvas by Instructure is the fastest growing Learning Management System in the industry. Since the official market launch of Canvas about three and a half years ago we have grown to a company with more than 1400 customers, and currently average between 25 and 30 new customers each month.

In the tables below we have provided 10 K12 customer references, and 10 higher education customer references for a total of 20 references:

Canvas K12 References:

Table 8. Naperville Community Unit School District 203

Client Reference #1	
Institution Name	Naperville Community Unit School District 203
Institution Address	203 West Hillside Road, Naperville, IL 60540
Contact Name	Ken Wilson
Contact's Title	Director of Applications & Data Management
Contact's Phone No.	(630) 420-6828
Contact's Email	kwilson@naperville203.org
Install Date	August 2012
Annual Volume	6338 FTE

Table 9. Sioux City School District

Client Reference #2	
Institution Name	Sioux City School District
Institution Address	627 4th Street Sioux City, IA 51101
Contact Name	Brady Woudstra
Contact's Title	School Technology Coordinator
Contact's Phone No.	712.277.6105
Contact's Email	brady.woudstra@sioux-center.k12.ia.us

Client Reference #2	
Install Date	August 2012
Annual Volume	4642 FTE

Table 10. Rockingham County Schools

Client Reference #3	
Institution Name	Rockingham County Schools
Institution Address	920 Johnson Street Reidsville, NC 27320
Contact Name	Merea Bridges
Contact's Title	LMS Admin
Contact's Phone No.	336.342.1823
Contact's Email	mbridges@rock.k12.nc.us
Install Date	August 2011
Annual Volume	14,000 FTE

Table 11. Spring Branch ISD

Client Reference #4	
Institution Name	Spring Branch ISD
Institution Address	PO Box 19432 Houston, TX 77224
Contact Name	Sheri Alford
Contact's Title	Director of Instructional Technology
Contact's Phone No.	(713) 464-1511
Contact's Email	sheridan.alford@springbranchisd.com
Install Date	4/30/2013
Volume	11,150 FTE

Table 12. Allen ISD

Client Reference #5	
Institution Name	Allen ISD
Institution Address	PO Box 13 Allen, TX 75013
Contact Name	Lisa Casto
Contact's Title	Director of Curriculum and Development
Contact's Phone No.	(972) 727-0511
Contact's Email	lisa_casto@allenisd.org
Install Date	June 2013
Volume	8816 FTE

Table 13. Sweetwater Union HS District

Client Reference #6	
Institution Name	Sweetwater Union HS District
Institution Address	1130 5th Ave Chula Vista, CA 91911
Contact Name	David Damico
Contact's Title	LMS Admin
Contact's Phone No.	(619) 796-7308
Contact's Email	david.damico@sweetwaterschools.org
Install Date	July 2012
Volume	19,177 FTE

Table 14. Mississippi Research and Curriculum Unit K12

Client Reference #7	
Institution Name	Mississippi Research and Curriculum Unit K12
Institution Address	PO Box Drawer DX Mississippi State, MS 39762

Client Reference #7	
Contact Name	Marilyn Bowen
Contact's Title	LMS Administrator
Contact's Phone No.	(662) 325-8364
Contact's Email	marilyn.bowen@rcu.msstate.edu
Install Date	April, 2013
Volume	50,000 FTE

Table 15.Rankin County School District

Client Reference #8	
Institution Name	Rankin County School District
Institution Address	PO Box 1359, Brandon, MS 39043
Contact Name	Amanda Harris
Contact's Title	LMS Admin
Contact's Phone No.	(601) 825-8626
Contact's Email	aharris@rcsd.ms
Install Date	1/14/2013
Volume	6,403 FTE

Table 16. Dalton Public School District

Client Reference #9	
Institution Name	Dalton Public School District
Institution Address	PO Box 1408, Dalton, GA 30722
Contact Name	Howard Langford
Contact's Title	Director
Contact's Phone No.	(706) 876-4013
Contact's Email	howard.langford@dalton.k12.ga.us
Install Date	8/16/2012

Client Reference #9	
Volume	7,432 FTE

Table 17. Springfield Public School

Client Reference #10	
Institution Name	Springfield PS MO
Institution Address	12 Burns Ave Springfield, MN 56087
Contact Name	Nichole Lemmon
Contact's Title	LMS Admin
Contact's Phone No.	(417) 523-4700
Contact's Email	nlemmon@spsmail.org
Install Date	1/16/2013
Volume	24,681 FTE

Canvas Higher Ed References:

Table 18. Baylor University

Client Reference #14	
Institution Name	Baylor University
Institution Address	500 Speight Ave., Waco, Texas 76798*
Contact Name	John Lowe
Contact's Title	LMS System Admin
Contact's Phone No.	(254)710-7362
Contact's Email	John_lowe@baylor.edu
Install Date	June 12, 2014
Volume	15,615

Table 19. Florida Southwestern State College

Client Reference 11	
Institution Name	Florida Southwestern State College
Institution Address	8099 College Parkway SW Fort Myers, FL 33919-0000
Contact Name	Melissa Rizzuto
Contact's Title	LMS Admin
Contact's Phone No.	(239) 432-6785
Contact's Email	mrizzuto@edison.edu
Install Date	9/1/2011
Volume	11,977 FTE

Table 20. Auburn University

Client Reference #12	
Institution Name	Auburn University
Institution Address	Auburn University Auburn, AL 36849
Contact Name	Kathy McClelland
Contact's Title	LMS Admin
Contact's Phone No.	(334) 844-8181
Contact's Email	mccleka@auburn.edu
Install Date	1/9/2012
Volume	22,914 FTE

Table 21. Brenau University

Client Reference #13	
Institution Name	Brenau University
Institution Address	500 Washington Street SE Gainesville, GA 30501-3668

Client Reference #13	
Contact Name	Mary Johnson
Contact's Title	LMS Admin
Contact's Phone No.	(678) 316-9123
Contact's Email	mjohnson3@brenau.edu
Install Date	7/1/2012
Volume	2,291 FTE

Table 22. Avila University

Client Reference #15	
Institution Name	Avila University
Institution Address	11901 Wornall Rd Kansas City, MO 64145-1698
Contact Name	Sima Tarokh
Contact's Title	Instructional Technology Specialist
Contact's Phone No.	(816)501.2484
Contact's Email	sima.tarokh@avila.edu
Install Date	7/1/2012
Volume	1,586 FTE

Table 23. Cumberland University

Client Reference #16	
Institution Name	Cumberland University
Institution Address	1 Cumberland Square Lebanon, TN 37087
Contact Name	William Lambert
Contact's Title	Director of IT
Contact's Phone No.	(615) 547-1240

Client Reference #16	
Contact's Email	wlambert@cumberland.edu
Install Date	4/5/2012
Volume	1,445 FTE

Table 24. Alamo Colleges

Client Reference #17	
Institution Name	Alamo Colleges
Institution Address	201 W. Sheridan San Antonio, TX 78204-1429
Contact Name	Thomas Cleary
Contact's Title	Vice Chancellor of Strategic Planning & Performance Excellence
Contact's Phone No.	(210) 485-0500
Contact's Email	tcleary1@alamo.edu
Install Date	1/31/2012
Volume	37,000 FTE

Table 25. University of Texas at Austin

Client Reference #18	
Institution Name	University of Texas at Austin
Institution Address	2400 Inner Campus Drive Austin, TX 78712
Contact Name	Mario Guerra
Contact's Title	Instructional Technology Specialist
Contact's Phone No.	(512)475-6347
Contact's Email	mariog@austin.utexas.edu
Install Date	2/1/2012
Volume	44,410 FTE

Table 26. Butler Community College

Client Reference #19	
Institution Name	Butler Community College
Institution Address	901 S Haverhill Rd El Dorado, KS 67042-3280
Contact Name	Julie Smith
Contact's Title	LMS Admin
Contact's Phone No.	(316) 322-3345
Contact's Email	jsmith@butlercc.edu
Install Date	6/1/2013
Volume	6,843 FTE

Table 27. University of Maryland College Park

Client Reference #20	
Institution Name	University of Maryland College Park
Institution Address	College Park, MD 20742
Contact Name	John Burke
Contact's Title	Manager of IT
Contact's Phone No.	(301) 405-8059
Contact's Email	jlburke@umd.edu
Install Date	12/15/2012
Volume	39,990 FTE

Tab 7 Value Add (Appendix G)

Please include any additional products and/or services or product features not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies, as well as any additional marketing or salesforce training not already covered in Appendix F.

Canvas Catalog is an elegant, all-in-one learning solution that includes a course catalog customized to your institution. The site includes a course registration system, payment gateway, and learning platform. The University of Texas Health Science Center uses catalog as well as many other districts and institutions around the nation. K12 Districts using Catalog include Hall County School District in Georgia and Pasco and Seminole County School Districts in Florida and. Canvas Catalog is native to Canvas, which allows you to publish any Canvas course in an attractive online catalog quickly and efficiently. Catalog has a variety of uses including:

- Professional Development
- eLearning Courses
- Continuing Educations
- Training Workshops
- Seminars
- Webinars

Canvas Catalog markets courses and programs that an institution adds to their account. Account listings can be branded with an organization's name, logo, and domain, and accounts fully support custom JavaScript (JS) and cascading style sheets (CSS). Institutions can also create sub catalog listings that are branded to a specific department, organization, or team.

Within a Canvas Catalog account, institutions can manage all course and program listings, create promotional codes for paid listings, and view account reports. Institutions can also add certificates, which are automatically issued upon student course or program completion. No extra paperwork is involved. Certificates are fully customizable with HTML/CSS.

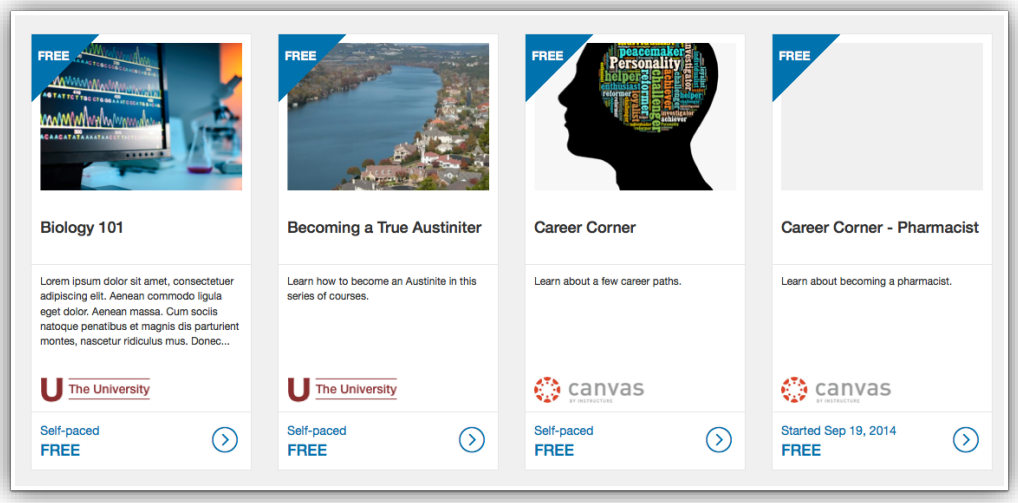


Figure 6. Canvas Catalog

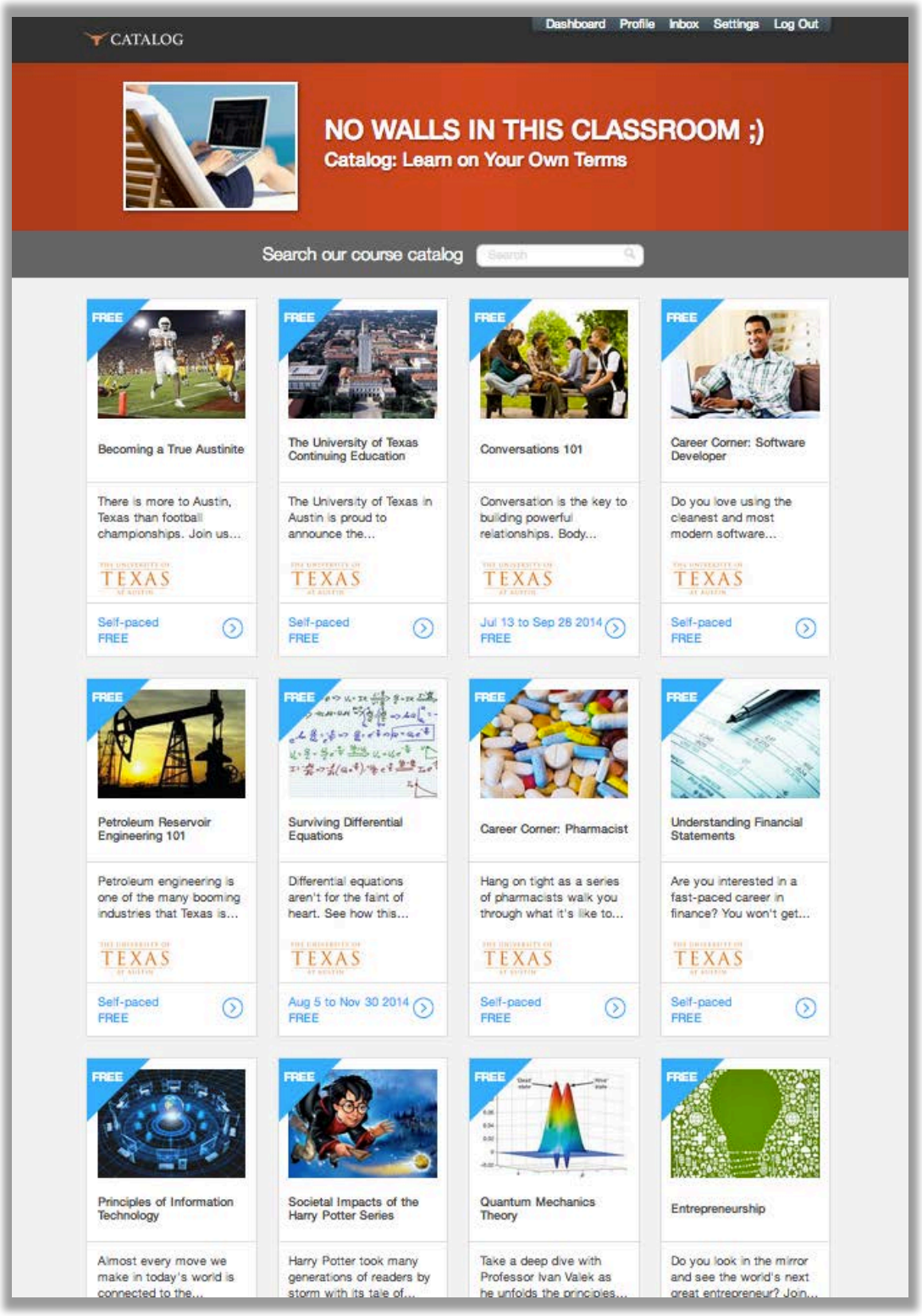


Figure 7. Catalog Interface

The support resources of the Canvas Help Center are available 24/7/365 to administrators, faculty, and students. It contains links to Canvas Guides, video tutorials, FAQs, user-group specific help, discussion boards, release notes, and Canvas Communities sites, including Google Groups, Facebook, Listserv, Open Source, and client-specific communities. The Canvas Help Center can be accessed by clicking the Help button in the Canvas interface or directly at http://help.instructure.com.

The online Canvas Guides are an extensive set of user and technical documentation. The Guides can also be downloaded as PDF documents. The categories of Canvas Guides include:

- Getting Started
- Canvas Student Quickstart Guide
- Canvas Instructor Quickstart Guide
- Canvas Student Guide
- Canvas Observer Guide
- Canvas Instructor Guide
- Canvas Designer Guide
- Canvas Admin Guide
- Canvas Video Guide

The Canvas Help Center also includes online training delivered as video tutorials, text-based tutorials, new release screencasts, and Canvas courses. Monthly LearnCanvas LIVE! webinars are announced in the Help Center under Community Forums; users can register for these free webinars which cover a wide variety of topics as well as for the open Q&A sessions of “Ask a Canvas Expert.” In addition, there are currently 265 instructional and informational videos on the Instructure Vimeo channel (http://vimeo.com/instructure).

Tab 8 Required Documents

Additional Required Documents (Appendix H)

The documents are signed and attached in the following order:

1. DOC #1 Clean Air and Water Act
2. DOC #2 Debarment Notice
3. DOC #3 Lobbying Certification
4. DOC #4 Contractors Requirements
5. DOC #5 Antitrust Certification Statement

Acknowledgement & Acceptance of Region 4 ESC Open records Policy

The signed Acknowledgement & Acceptance of Region 4 ESC Open records Policy

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: Instructure, Inc.

Title of Authorized Representative: Chris Takemori, Corporate Counsel

Mailing Address: 6330 South 3000 East, Suite 700 Salt Lake City, UT 84121

Signature:

DOC #2

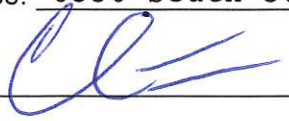
Debarment Notice

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: Instructure, Inc.

Title of Authorized Representative: Chris Takemori, Corporate Counsel

Mailing Address: 6330 South 3000 East, Suite 700 Salt Lake City, UT 84121

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

June 23, 2015

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 statues of the states it is 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 offeror 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 4 ESC Participating entities in which work is being performed.

Fingerprint and 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 offeror 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

June 23, 2015

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 Instructure, Inc.

Address 6330 South 3000 East, Suite 700
Salt Lake City, UT 84121

Phone 801.869.5000

Fax 888.213.3894

Offeror

Signature

Chris Takemori
Printed Name

Corporate Counsel
Position with Company

Authorizing Official

Signature

Chris Takemori
Printed Name

Corporate Counsel
Position with Company

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(*Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

June 23, 2015
Date

Authorized Signature & Title