Region 4 Education Service Center (ESC)

Contract # R170401

for

Feedback and Customer Service Solutions for Schools

with

K12 Insight

Effective: April 1, 2017

The following documents comprise the executed contract between the Region 4 Education Service Center and K12 Insight., effective April 1, 2017:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

Table of Contents

Cover Letter and Executive Summary 3

Tab 1. Contract, Signature Forms, and General Terms and Conditions Acceptance Form 4

Tab 2. Questionnaire 5

Tab 3. Company Profile.....7

Tab 4. Product and Services 19

Tab 5. References.....60

Tab 6. Pricing 64

Tab 7. Value Add 75

Tab 8. Required Documents 80

Executive Summary

Who We Are

K12 *Insight*, a comprehensive technology-based research and communications company, welcomes the opportunity to apply what we've learned during our 15 years of working with school district administrators nationwide to help them strengthen their relationships with both internal and external stakeholders. We have partnered with more than 30,000 administrators representing 400 school districts and 22,000 schools to administer thousands of surveys through our Engage platform; deploy our customer service solution, Let's Talk!; and collaborate with district leaders and school boards through our consultation services, Act. Together, Let's Talk!, Engage, and Act help school districts build a solid foundation for success — for their students, their schools and their communities.

K12 *Insight* promotes an authentic listening approach, helping school districts gather feedback and design surveys that address specific issues. Rather than simply distributing surveys, we proactively invite discussion. Ultimately, we seek to help administrators become leaders who listen to and learn from their communities, and help teachers improve their instructional practices by listening to and learning from their students. Clients say our surveys allow them to:

- Benchmark against other districts to identify common and unique focus areas
- Determine where differences and similarities exist across stakeholder groups
- Identify successes and opportunities for improvement
- Better understand how to respond to stakeholders' needs
- Improve their school environment, academic outcomes, family involvement, and teacher retention
- Uncover what's preventing engagement in their districts and schools
- Understand differences of opinion between employee groups
- Make better decisions to inform their continuous improvement efforts

What Sets Us Apart

K12 *Insight* is known for helping school districts achieve their highest survey participation rates. Our team of Ph.D. researchers use K12 *Insight*'s own cutting-edge survey technology to administer surveys that ensure the most positive experience for participants. Similarly, our approach to project management and customer service ensures that we continually exceed our clients' expectations. As a result, 98 percent of our clients rated the quality of our survey work as Excellent or Good, and 99 percent would recommend us to a colleague in another school district.

K12 *Insight* can meet all requirements specified in the RFP.

Tab 1: Contract, Signature Forms, and General Terms and Conditions Acceptance Form of Contents

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of January 25 ,**2017**, by and between Zarca Interactive, Inc. and Region 4 Education Service Center ("Region 4 ESC") for the purchase of* ***Feedback and Customer Service Solution for Schools.***

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 an authorized purchase order from Region 4 ESC or participating member prior to 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**: Region 4 ESC 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 provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month.

Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC's sole discretion.

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 in the amount of 2.% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

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/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.

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

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 Offeror 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	**Zarca Interactive, Inc. (K12 Insight)**
Address	**2291 Wood Oak Drive, Suite 300**
City/State/Zip	**Herndon, VA 20171**
Telephone No.	**703-542-9600**
Fax No.	**703-935-1403**
Email address	**adean@k12insight.com**
Printed name	**Adam Dean**
Position with company	**Vice President of Finance**
Authorized signature	

Accepted by The Cooperative Purchasing Network:

Term of contract April 1, 2017 **to** March 31, 2020

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.

Region 4 ESC Authorized Board Member — Date 2/21/17

Andy Keyes
Print Name

Region 4 ESC Authorized Board Member — Date 2/21/17

Rick Peebles
Print Name

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts

region4

TCPN®

The Cooperative Purchasing Network

Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommends that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

Zarca Interactive, Inc.
Vendor

Adam Dean
Point of Contact

Vice President of Finance
Title

703-542-9564
Phone Number

adean@k12insight.com
Email Address

Signature: _____ Date: 1/25/17

Tab 2: 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. (If applicable)

☑ **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 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. Offerors 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
Offeror certifies that this firm is an MWBE ☐Yes ■No

List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Offeror certifies that this firm is a SBE or DBE ☐Yes ■No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)
Offeror certifies that this firm is a DVBE ☐Yes ■No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)
Offeror certifies that this firm is a HUB ☐Yes ■No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUB Zone)
Offeror certifies that this firm is a HUB Zone ☐Yes ■No

List certifying agency: _____

f. Other
Offeror 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 Herndon State of Virginia.

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: Adam Dean
Title: VP of Finance
Company: K12 *Insight, LLC*
Address: 2291 Wood Oak Dr, Suite 300
City: Herndon State: Virginia Zip: 20171
Phone: 703-542-9564 Fax: 703-852-3901
Email: adean@k12insight.com

Billing & Reporting/Accounts Payable

Contact Person: Adam Dean
Title: VP of Finance
Company: K12 *Insight, LLC*
Address: 2291 Wood Oak Dr, Suite 300
City: Herndon State: Virginia Zip: 20171
Phone: 703-542-9564 Fax: 703-852-3901
Email: adean@k12insight.com

Marketing

Contact Person: Corey Murray
Title: Senior Director, Strategy and Engagement
Company: K12 *Insight, LLC*
Address: 2291 Wood Oak Dr, Suite 300
City: Herndon State: Virginia Zip: 20171
Phone: 703-542-9621 Fax: 703-852-3901
Email: cmurray@k12insight.com

7. **Distribution Channel:** Which best describes your company's position in the 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	2016 Sales Volume
Putnam/Northern Westchester BOCES	None	10/2017	$184,538.87
Eastern Suffolk BOCES	None	6/2017	$38,745.44
Nassau BOCES	None	7/2017	$112,592.80
Wayne-Finger Lakes BOCES	None	6/2017	$28,904.00

[Remainder of Page Intentionally Left Blank]

Tab 3: Company Profile

1. Company's official registered name.

   The company's official registered name is Zarca Interactive, Inc.
   The company is also registered to do business as K12 *Insight*, and in this proposal it is referred to as such.

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

   Zarca Interactive ADBA K12 *Insight* was established in 2002 and is registered as a Delaware C Corporation. Since then, K12 *Insight* has continued to provide services to public schools. K12 *Insight* division of the company serves more than 400 school districts across the United States. We also provide services to the American Association of School Administrators (AASA) and many of its affiliates, including Texas, Virginia, New York, Michigan, Illinois, and California. In addition, The National School Public Relations Association and several chapters of the National School Board Association use our solution and expertise in the field of measuring and building stakeholder engagement. The company has shown year-over-year growth since its inception.

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

   12-856-7398

4. Corporate office location.

   K12 Insight
   2291 Wood Oak Dr., Suite 300
   Herndon, VA, 20171

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

   We request that the response to this question be excluded from release as Public Information under the Open Records Policy. As a company providing numerous innovations in the field of public school feedback and customer service, all information about our size, revenue, and operational strategy is not relevant to any third parties, except our clients. This information has the potential to hand competitive intelligence to third parties, which would be a disadvantage to our firm. We are pleased to disclose this information to TCPN for the purpose of evaluation in this RFP; however, we request that this be redacted from any public disclosure. Answer to the question follows below:

   A team of ten people are responsible for sales.

6. 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.

We are bidding for all 50 states and territories in this solicitation. While we have offices in other states, our sales operations are centrally administered from our headquarters in Herndon, Virginia. Information about this location is as follows:

K12 *Insight* Headquarters
Contact: Jesse Leib
Title: Sr. Vice President
Address: 2291 Wood Oak Drive, Suite 300, Herndon, VA 20171
Tel: 703-542-9605

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

a. Sales
Jesse Leib
jleib@k12insight.com
703-542-9605

b. Sales Support
Jesse Leib
jleib@k12insight.com
703-542-9605

c. Marketing
Corey Murray
cmurray@k12insight.com
703-542-9621

d. Financial Reporting
Adam Dean
adean@k12insight.com
703-542-9564

e. Executive Support
Suhail Farooqui
sfarooqui@k12insight.com
703-542-9610

Suhail Farooqui
Chief Executive Officer
Suhail Farooqui is the president and chief executive officer of K12 *Insight*. He founded the company and grew it from scratch to meet the emerging needs of public schools in building stakeholder engagement.

Prior to Zarca, Mr. Farooqui was the senior vice president of engineering at VitalSpring Technologies, an early-stage company providing technology-based solutions to employers to control soaring costs of healthcare while improving the quality of care. VitalSpring Technologies was backed by MicroStrategy (NASDAQ:MSTR), the McLean, Virginia-based leader of Business Intelligence software. Mr. Farooqui

also worked as a senior program manager at MicroStrategy where he led software development, building innovative solutions to decongest highway traffic. Mr. Farooqui started his career as a research scientist with Schlumberger (NYSE:SLB) where he conducted experiments in magnetic resonance imaging and micro-gravity measurements. His research has been published in peer-reviewed journals.

He has a B.S. in electrical engineering from Rensselaer Polytechnic Institute.

Adam Dean
Vice President of Finance

Adam Dean has been with K12 *Insight* for more than two years.

Before coming to K12 *Insight*, Mr. Dean was the controller of Clarabridge, Inc. He helped grow the company over a four-year time from 50 employees and $10 million revenue to more than 200 employees and $50 million revenue. In those four years, he led the accounting department through four years of clean audits with Ernst and Young.

Mr. Dean has a B.S. in accounting from California State University, Northridge, and holds his C.P.A. with the state of Virginia.

Jesse Leib
Senior Vice President

Jesse Leib joined K12 *Insight* in January 2010. With a passion for technology, education, and startups, Mr. Leib is responsible for helping to expand K12 *Insight*'s footprint in education. Before joining K12 *Insight*, Mr. Leib was a regional director for the NTI Group, a leading provider of time-sensitive notification solutions to K12 institutions. In 2008, he joined Blackboard after a successful acquisition of The NTI Group. He was recognized for being a top performer and President's Club winner during his time at both companies. Previously, Mr. Leib was a founding partner of the F2F Group, a sales outsourcing and business development company.

Corey Murray
Senior Director of Strategy and Engagement

Corey Murray is responsible for marketing strategy and content creation at K12 *Insight*. Before joining K12 *Insight*, Corey was managing content editor for McMurry/TMG (now Manifest), where he created and executed multimillion-dollar content programs for a range of corporate and nonprofit clients, including The American Association of Community Colleges, CDW, Ellucian, and AASA. Mr. Murray started his career as a journalist. He worked for seven years as editor of the leading K12 industry news publication, eSchool News. Corey holds a bachelor's degree in journalism from the Philip Merrill College of Journalism at the University of Maryland, College Park.

8. Define your standard terms of payment.

   We invoice clients upon receipt of signed contract and our payments are due net 30.

9. Who is your competition in the marketplace?

   We are not aware of any other organization offering as thorough and comprehensive a methodical

program for gathering feedback, building stakeholder engagement, and providing customer service in public school districts. By working closely with our school district partners, we have developed a highly innovative comprehensive solution. Taken together, our services and products are highly customized for each client. Since 2002, when we started working with a handful of North Carolina school districts, we have approached our business as true partners of the school districts that we serve. Over the years, we have had the benefit of conducting numerous focus groups with superintendents, workshops with school boards, and discussions with administrators to help us understand how they use our solutions to meet their specific needs. Based on this feedback, we believe we have laid the foundation for a comprehensive feedback and customer service offering for public schools.

In their published strategic plans and their mission and vision statements, every school district in the United States has committed to providing a high-quality two-way communication and community engagement; however, little is being done to create tangible programs to address this vital commitment. With the advent of social media, we believe K12 *Insight* has developed unique services to address this need.

10. Overall annual sales for last three (3) years: 2013, 2014, 2015.

We request that the response to this question be excluded from release as Public Information under the Open Records Policy. As a company providing numerous innovations in this new field of public school stakeholder engagement, all information about our marketing strategy is irrelevant to any entity outside of TCPN. This information has the potential to hand competitive intelligence to third parties, which would be a disadvantage to our firm. We are pleased to disclose this information to TCPN for the purpose of evaluation in this RFP; however, we request that this be redacted from any public disclosure. Answer to the question follows below:

11. Overall public sector sales, excluding Federal Government, for last three (3) years: 2013, 2014, 2015.

We request that the response to this question be excluded from release as Public Information under the Open Records Policy. As a company providing numerous innovations in this new field of public school stakeholder engagement, all information about our marketing strategy is irrelevant to any entity outside of TCPN. This information has the potential to hand competitive intelligence to third parties, which would be a disadvantage to our firm. We are pleased to disclose this information to TCPN for the purpose of evaluation in this RFP; however, we request that this be redacted from any public disclosure. Answer to the question follows below:

2014 -
2015 -
2016 -

12. What is your strategy to increase market share?

We request that the response to this question be excluded from release as Public Information under the Open Records Policy. As a company providing numerous innovations in this new field of public school stakeholder engagement, all information about our marketing strategy is irrelevant to any entity outside of TCPN. This information has the potential to hand competitive intelligence to third parties, which would be a disadvantage to our firm. We are pleased to disclose this information to TCPN for the purpose of evaluation in this RFP; however, we request that this be redacted from any public disclosure. Answer to the question follows below:

[redacted]

[redacted]

13. What differentiates your company from competitors?

School districts have always aspired to serve their communities by offering the best educational program for students and providing ample ways to involve families and build stakeholder engagement. Recently, education leaders have a greater sense of urgency about engagement because of the emergence of social media and the growing scrutiny and accountability measures that public schools face. These challenges have grown so rapidly that there are no comparable solutions in the marketplace.

Since school districts want to provide stakeholder engagement but lack the practical know-how, we believe competition will develop. In particular, the advent of social media has increased the need for a comprehensive strategy to build stakeholder engagement. If districts do not proactively communicate the fact-based narratives of their unique opportunities and challenges, someone with little understanding of the realities in public education will likely build their own narrative. Providing every constituent in a school community with high-quality customer service creates a renewed faith and trust in public schools.

K12 *Insight* is differentiated by the fact that we stay in close contact with our 400 school district clients, working as an extension of their various departments. Our nimble culture allows us to incorporate our constant learning into our offerings, which we have demonstrated numerous times and to which our clients can attest.

Our expertise and experience in delivering a combination of technology, communication, and research products and services provides our clients with the essential knowledge and skills they need to address their core mission — serving the students and families in their communities.

14. Describe the capabilities and functionality of your firm's online catalog/ordering website.

Any district in need of our solution may contact us by phone, via a form on our website, or by direct email, all of which generate alerts to the appropriate salespeople. A salesperson will then reach out to prospects directly. Because of the consultative nature of our sales process, we have no online catalog or ordering website.

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

Our customer service department operates from 8 a.m. to 8 p.m. EST. Most of our support is based in

our Virginia headquarters, but we have field staff in several states, including Texas, Florida, Pennsylvania, Arizona, and New York.

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

    The company has not been involved in any of these activities.

Marketing / Sales

1. 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:

We request that the response to this question be excluded from release as Public Information under the Open Records Policy. As a company providing numerous innovations in this new field of public school stakeholder engagement, all information about our marketing strategy is not relevant to any third parties. This information has the potential to hand competitive intelligence to third parties, which would be a disadvantage to our firm. We are pleased to disclose this information to TCPN for the purpose of evaluation in this RFP; however, we request that this be redacted from any public disclosure. Answer to the question follows below:

[redacted]

b) Announcement of award through any applicable social media sites

K12 *Insight* maintains an active social media presence via Twitter, Facebook, our TrustEd website, and our blog. These channels provide an effective way for us to announce the award. Our in-house experts ensure we can effectively leverage these rapidly emerging marketing channels.

c) Direct mail campaigns

[redacted]

e) Advertisement of contract in regional or national publications

[redacted]

ii. National School Board Association
iii. National School Public Relations Association
iv. Council of the Great City Schools
v. Center for Quality Leadership (spring and fall)

vi. New York State Council of School Superintendents (fall and winter)
vii. New York School Boards Association
viii. North Carolina Association of School Administrators (fall and spring)
ix. Texas Association of School Administrators (winter and fall)
x. Texas Association of Suburban and Mid-Urban Schools
xi. Urban Superintendents Association of America (USAA)
xii. Virginia Association of School Superintendents (fall and spring)

At these events, K12 *Insight* has a prominent presence, sharing information about our innovative offering with key decision makers. These conferences often lead K12 *Insight* to present before school district cabinets and boards as we sell our solutions to school districts.

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, and marketing materials

If awarded this contract, K12 *Insight* will create a special section on our website promoting this partnership using each of the items listed above. Our experience has shown that the overhead associated with procurement is often a significant hurdle for school districts as they purchase our services. Being awarded this contract would remove this hurdle for both K12 *Insight* and our prospects. It would be to our benefit to create promotional material so our website visitors can learn about this national contract, thereby reducing their need for procurement overhead costs.

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

Because of our extensive work with school districts nationwide, K12 *Insight* understands that a critical step in the ability of a school district to procure our services may involve compliance with their state or local requirements. We recognize that it is in the interest of all school districts, as well as K12 *Insight*, to ensure we maintain transparency about our solution and pricing. Some school districts have asked us to do sole sourcing, which we have provided successfully. We believe that renewing this award with TCPN would continue to enhance our ability to sell to public schools. Given these realities, we will immediately publicize that our solution may be purchased through a national organization, TCPN. A school administrator would immediately understand the benefit impact that a TCPN award would bring, including the fact that procurement-related steps have already been addressed and overcome.

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

Our government customers are all public education entities; therefore, our overall responses to this RFP answer this question.

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

Stipulations of terms of service provided by TCPN are broadly in line with those of K12 *Insight,* so no change in day-to-day sales, marketing, and client acquisition process is required.

We will train all relevant staff in sales, marketing, sales support, contracts, and finance within the first two weeks of the contract to ensure immediate compliance and incorporation of our business systems with our commitments in this agreement. K12 *Insight* will update all contract language and business applications within two weeks of the contract award. Our organization uses comprehensive Salesforce Automation Software (salesforce.com), which, in addition to maintaining records of sales activity, provides us with a way to conform with our own rules. Salesforce will be customized within two weeks to ensure full compliance with this contract. We conduct regular trainings with our sales team, as well as our support team, so these trainings can be conducted and audited during the next few months.

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

   K12 *Insight* has been operating under a TCPN agreement for the past five years. Our staff members are well-versed in our business practices associated with TCPN. Upon award renewal, we intend to immediately review and update our training materials for every department in our organization.

   We will also conduct a complete legal review and audit to ensure we have a full understanding of our obligations, and we will communicate that understand to our staff. We will develop an easily understandable PowerPoint-based curriculum, which will be presented to every department, including sales. The session will be videotaped and uploaded to our intranet so all K12 *Insight* employees can view it.

   Further, the head of sales will work with each member of the sales organization to ensure that key aspects of the agreement have been fully understood and that the team can execute them.

   Similar processes for training and review will occur with marketing, client services, contracts, accounts receivable, accounts payable, the partnership department, and the technology team responsible for maintenance of the Salesforce automation software.

6. 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.

   K12 *Insight* hereby acknowledges the above statement to be affirmative.

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

   We request that the response to this question be excluded from release as Public Information under the Open Records Policy. As a company providing numerous innovations in this new field of public school stakeholder engagement, all information about our projected revenue and operational strategy is not relevant to any third parties. This information has the potential to hand competitive intelligence to third parties, which would be a disadvantage to our firm. We are pleased to disclose this information to TCPN for the purpose of evaluation in this RFP; however, we request that this be redacted from any public disclosure. Answer to the question follows

below:

8. [redacted]
information as reference(s).

K12 *Insight* has partnered with three New York-based BOCES. Partnerships with the Eastern Suffolk, Putnam/Northern Westchester, and Wayne-Fingers BOCES help New York State districts procure our services. The partnerships have helped make procurement of our solution easy.

Ellen Moore
Coordinator, Student Data Services
Education and Information Support Services
Eastern Suffolk BOCES
15 Andrea Road, Holbrook, NY 11741
Phone: 631-419-1688
Email:emoore@esboces.org

Scott Bischoping
Superintendent
Wayne-Finger Lakes BOCES
131 Drumlin Court, Newark, NY 14513
Phone: 315-332-7280
Email: sbischoping@wflboces.org

Lynn Allen
Assistant Superintendent
Putnam/Northern Westchester BOCES
200 BOCES Drive, Yorktown Heights, NY 10598
Phone: 631-419-1688
Email: lallen@pnwboces.org

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

Throughout the process, K12 *Insight* uses Salesforce automation software to identify and track all contracts that use TCPN as the purchasing vehicle; when an opportunity is converted into an account upon sale, it will be reflected in a report.

Our Salesforce application will be coded to trigger an email to TCPN when there is a successful sale so TCPN is notified in real-time. At the end of each month, an automatic report showing the districts' names, contact information, total contract value, etc. can be sent to our point of contact at TCPN and, accordingly, all financial obligations will be handled by our partnership programming coordinator.

10. 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. 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.

    Reports at every level are available through sophisticated Salesforce automated software, where the role of every agency in the sales process is tracked from inception to closing. Reports created for each agency can be automatically emailed every month so they can be viewed by all partners.

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 Offerors to provide their companies environmental policy and/or green initiative.

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

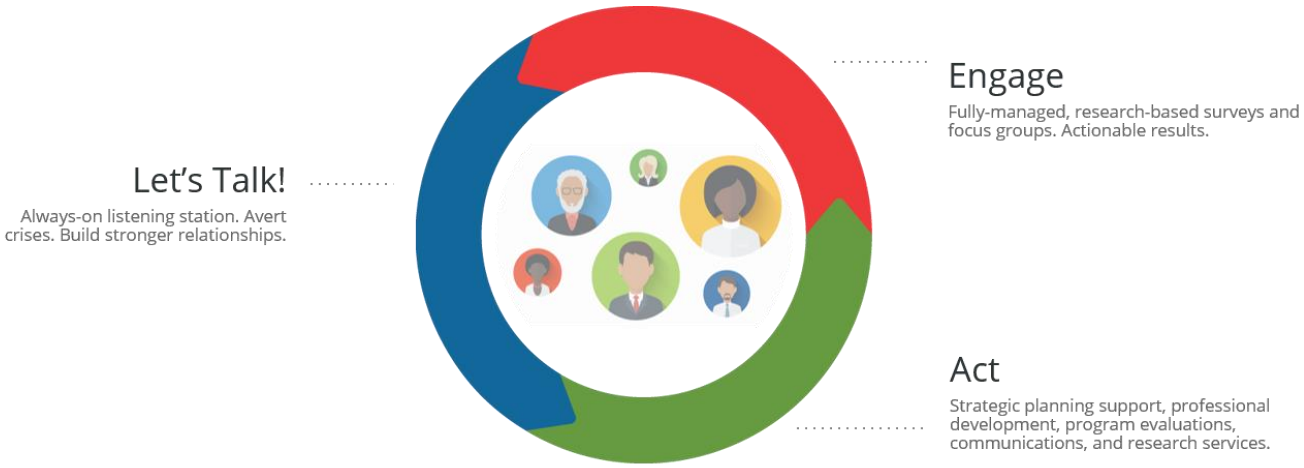
    K12 *Insight* has a robust recycling program and encourages paperless business operations. Our corporate office has green energy car charging stations.

Vendor Certifications (if applicable)

12. 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 Offeror 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: Products and Services



K12 *Insight* has been building stakeholder engagement in public school systems since 2002. Our feedback and customer service solutions are dedicated to generating and sustaining a two-way conversation among all stakeholders in an educational community, including teachers, staff members, students, families, residents, and school and district leaders. We have worked with more than 400 public school districts in 45 states, providing technology, research, and communication expertise that has increased districts' responsiveness and improved their efficiency and stability. K12 *Insight* solutions have benefitted small, medium, and large school systems in urban, rural, and suburban communities.

The K12 *Insight* approach to building stakeholder engagement has been developed in partnership with client school districts and the leading national professional organizations of school boards and superintendents. Our technology-driven approach centers on enabling school systems to invite and respond to continuous feedback, punctuated by information-rich surveys. As the online communications landscape rapidly evolves, K12 *Insight* remains at its forefront. We provide leaders with innovative technology tools and strategic expertise to help them manage today's school districts and anticipate tomorrow's challenges.

Approach and Methodology

Let's Talk! Overview

K12 *Insight*'s Let's Talk! customer care solution shifts the communication paradigm from one-way information sharing to a two-way dialogue. Let's Talk! helps school district leaders actively solicit stakeholder input on key decisions, while inviting questions, comments, compliments, suggestions, and concerns about any topic. The online Let's Talk! platform can be accessed anytime, from any device, allowing stakeholders to offer input when it's convenient for them and rate the school system's responsiveness. A K12 *Insight* service delivery team works with district leadership to identify paths for stakeholder input and set up rules for prioritizing responses. The user interface tracks and manages all dialogues so stakeholder input receives timely and meaningful responses.

The Let's Talk! promise is predicated on three components:

- **System:** One place to manage all inbound and outbound communications
- **Process:** A unified method for conducting and managing community engagement across the district
- **Professional Development:** Comprehensive training and development for every member of your team

In school districts nationwide, communication is often channeled through school buildings and departments, and is rarely centralized or tracked at the district level. As a result, information becomes "siloed"; communication is one-way (outbound); questions and concerns are dealt with on an individual, ad hoc, reactionary basis; and stakeholders take to other communication channels, such as social media.

While emails, phone calls, text messages, and in-person conversations with parents, students, community members, and staff members are taking place all the time, there is typically no way to collect and manage this important communication. Additionally, compartmentalized data collection and management inhibits education leaders and policymakers because it creates disconnected and disjointed forms, surveys, and data systems. This lack of coordination leads to inefficient communication with key stakeholders. Even worse, the trust and support in school communities erodes at an alarming rate.

We regularly see this erosion of the public's trust in public education because of adverse media coverage, federal and state educator evaluation policies, financial pressures, and seemingly unattainable accountability measures.

More than a decade ago, Bryk and Schneider (2003) conducted a longitudinal study that demonstrated the central role of relational trust in building effective educational communities. Improving trust requires a commitment to building strong relationships with key stakeholders. Those are best achieved through day-to-day social exchanges. More recent research shows the positive impact trust has on reform efforts. K12 *Insight*'s services directly meet those needs by providing mechanisms for tracking and monitoring communication with stakeholders.

At K12 *Insight*, we believe the "public" in public education has a critical role to play. In *Schools Cannot Do It Alone* (2010), Jamie Vollmer made two discoveries:

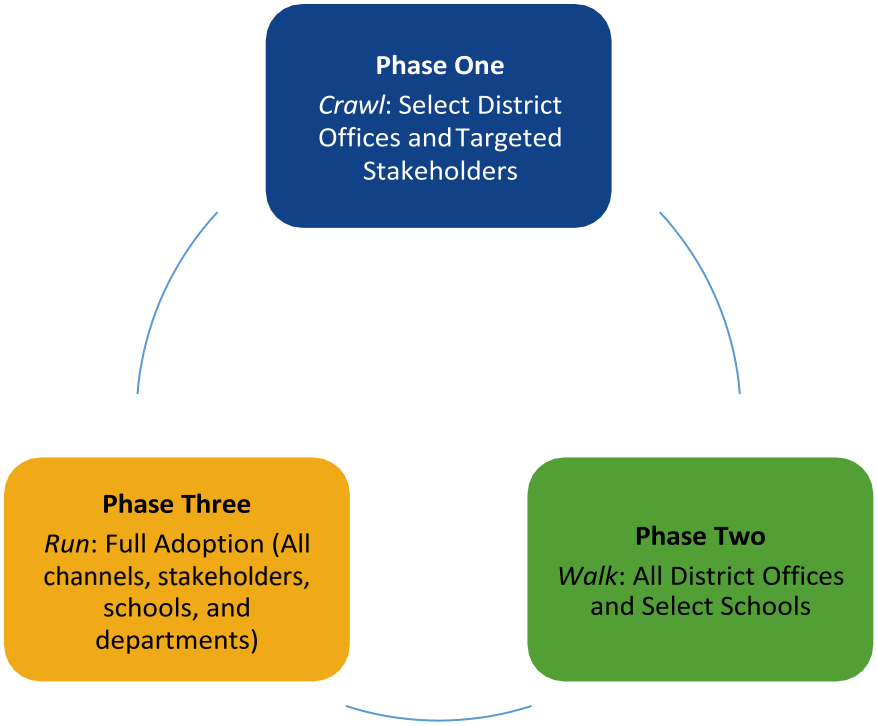
First, public education has a systems problem, not a people problem. Public schooling has evolved into inflexible systems focused more on processes and procedures and less on teaching and learning. Active listening and sharing can combat this, shifting the focus to serving the customers of public education — the students.

Second, the system will not change without changing the culture in and throughout the school district and community. As Vollmer says, "Everything that goes on inside a school is tied to local attitudes, values, traditions, and beliefs." At K12 *Insight*, we believe that establishing a positive culture and developing common values are only the first steps to creating an effective and trustworthy school district. Once defined, the culture must be maintained, with the complex nuances of a district's ever-changing environment providing ongoing opportunities to meet the community's diverse priorities.

Let's Talk! Approach and Methodology: Crawl, Walk, Run

Adopting a comprehensive, turnkey feedback and customer service management system requires a thoughtful and well-planned implementation. Our experience suggests a slow and steady approach is the best way to adopt a system-wide technology solution; provide adequate, timely, ongoing professional development and training; and integrate the solution into the culture of a school district. We have extensive experience identifying what works and how to overcome obstacles when deploying a customer care management system.

K12 *Insight* recommends a phased Let's Talk! implementation to support high-fidelity adoption. Part of this phased approach ensures that the right staff members are involved with the right data at every stage of the process. Key people and key platform usage are critical. While the Let's Talk! system provides many options — a single repository of data from multiple channels, numerous customizable features to highlight concerns and analyze insights, and a campaign tool to invite feedback at any time — we recommend the "crawl, walk, run" approach.



Phase One

In the first phase, system administrators are identified and trained on account set-up and maintenance. This includes adding interest areas and users, and customizing messages and appearance, among other options. The main interest areas will often be trending topics in the district, as well as the main central office departments. The general users trained at this stage are the department heads and key staff members in the identified departments, as well as personnel associated with the trending topics.

In this phase, Let's Talk! will be accessible on the district website in multiple ways, including a customized button, a pop-out tab, and existing "Contact Us" pages and links. In the platform, the social media and news channels will be enabled to collect additional conversations.

The goal is to launch Let's Talk! within 30 days of the initial kick-off meeting. While an initial launch may be soft, communication to employees and community members should occur within 30 days of launch. K12 *Insight* can provide customized materials for various platforms, including within Let's Talk!.

Phase Two

The second phase may begin two to four months after the initial kickoff, depending on ongoing events and the district's preferred timeline. Following a successful first phase, additional central office departments and new trending topics may be added in this

phase. The most significant addition at this stage, however, are district schools.

As schools are added, district leaders should use strategic opportunities to communicate their expectations and experiences with Let's Talk! to school leaders. Training must be scheduled at times that respects school leaders' calendars and responsibilities while providing ample time for practice and understanding. Having the support of principals, assistant principals, secretaries, and/or counselors is key to expanding Let's Talk! to district schools.

Once school staff members are trained, Let's Talk! links on school sites can direct community members to school-specific forms rather than the district's landing page. Central office departments also can include their own Let's Talk! forms rather than other contact forms or email addresses on their department pages. Email-to-dialogue may be used to incorporate even more content into the Let's Talk! dashboard.

At this stage, school communications should let parents and community members know about the availability of Let's Talk! for each school.

Phase Three

By this phase, all central office and school staff members will be Let's Talk! users. A searchable staff directory, school-specific social media monitoring, and expanded use of recorders to add real-life conversations to Let's Talk! will build dialogue volume.

Training at this level will be phased and strategic, in keeping with staff schedules and professional development opportunities. Support from district and school leaders will have a significant impact on the rollout of this phase. Monitoring of metrics at the school and district levels will help keep internal expectations high. Regular communication with community members, both seeking feedback and sharing results, will maintain external awareness and add to the dialogue volume.

Let's Talk! will appear throughout the district, department, and school websites, both through landing pages and in direct dialogue forms. Multiple landing pages will be used for internal and external topics, specific departments, schools, or major district projects.

Suggested Timeframe

The assigned Let's Talk! implementation team will map out a customized three-phase plan to deploy, train, and support a successful customer care management system for school districts.

Customer Service Module: Let's Talk!

1. Service must be Web based and support common web browsers such as Internet Explorer, Firefox, and Chrome.

Fulfilled as Stated

Supported browsers and versions for access to Let's Talk! are:

- Internet Explorer version 9.0 and above
- Firefox version 20.0 and above
- Safari version 5.0 and above
- Google Chrome version 20.0 and above

2. Should allow for platform to be hosted by the Vendor and have no limit to the number of users, hosted data, and downloaded data. If hosted at location the solution should be able to run on virtual servers.

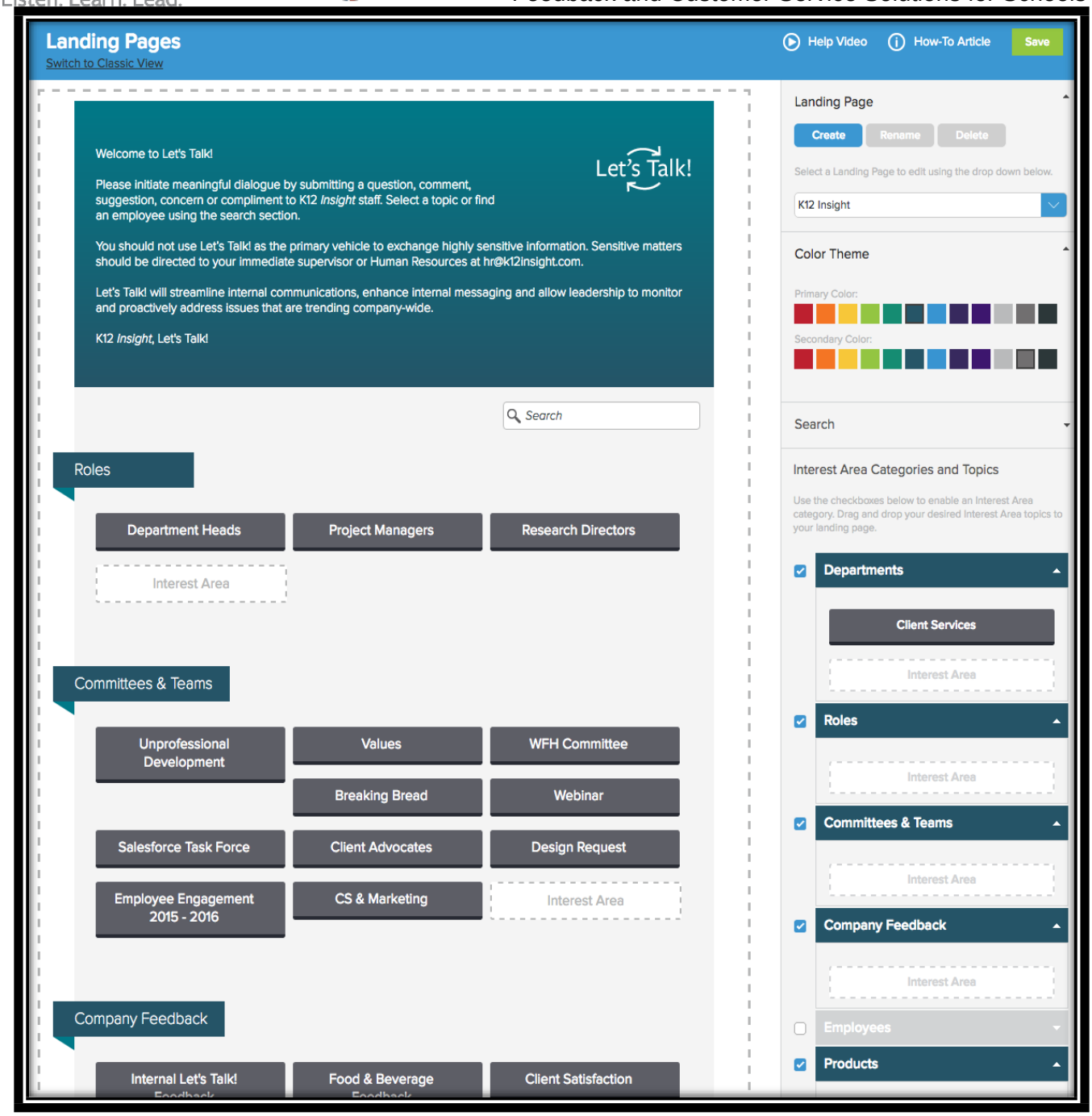
Fulfilled as Stated

K12 *Insight* hosts Let's Talk! on our servers as part of our subscription of services. There is no current limit to the hosted storage space for data, number of users, or frequency of downloaded data.

3. Service should provide a customizable web interface that could be embedded in the public-facing (system) website for the public to make requests and provide feedback.

Fulfilled as Stated

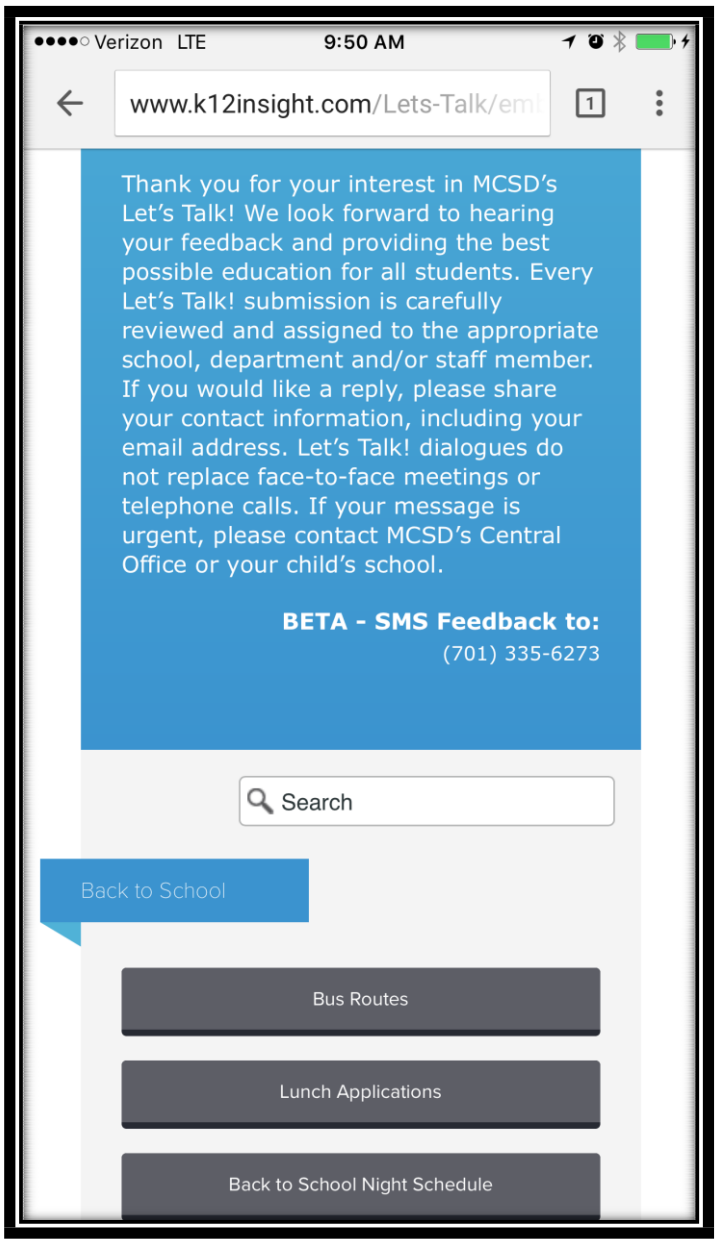
The editors for our deployed web interfaces allow for multiple points of customization, including language, colors, placement, and other areas.



4. Service should serve web content that is designed to be responsive on common mobile platforms such as android and iOS devices.

Fulfilled as Stated

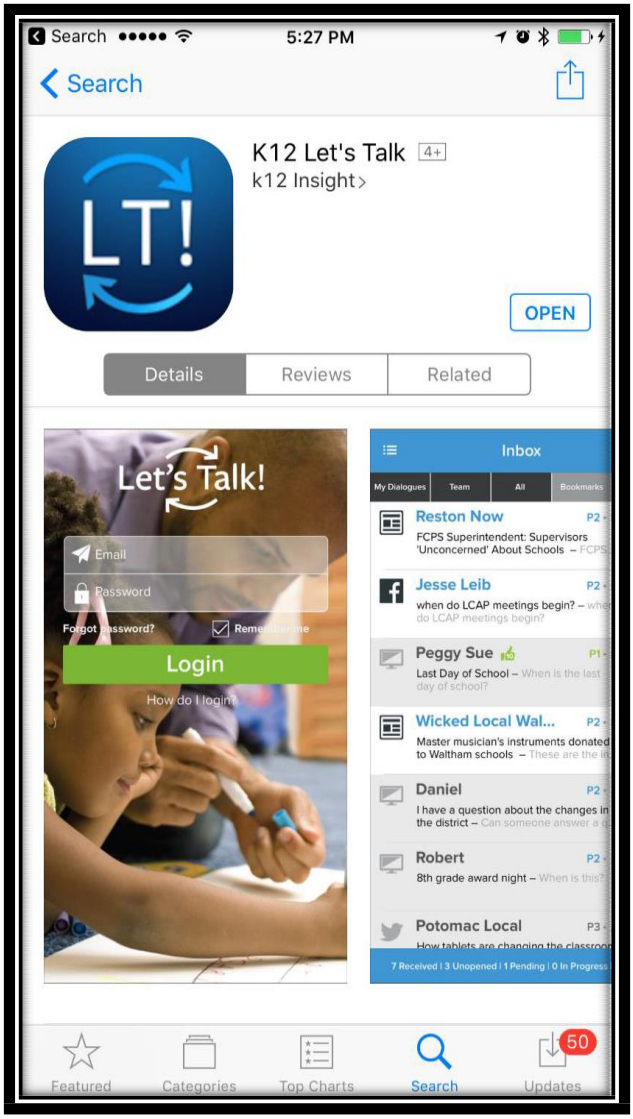
The Let's Talk! embedded landing page has been developed to be responsive in all supported browsers.

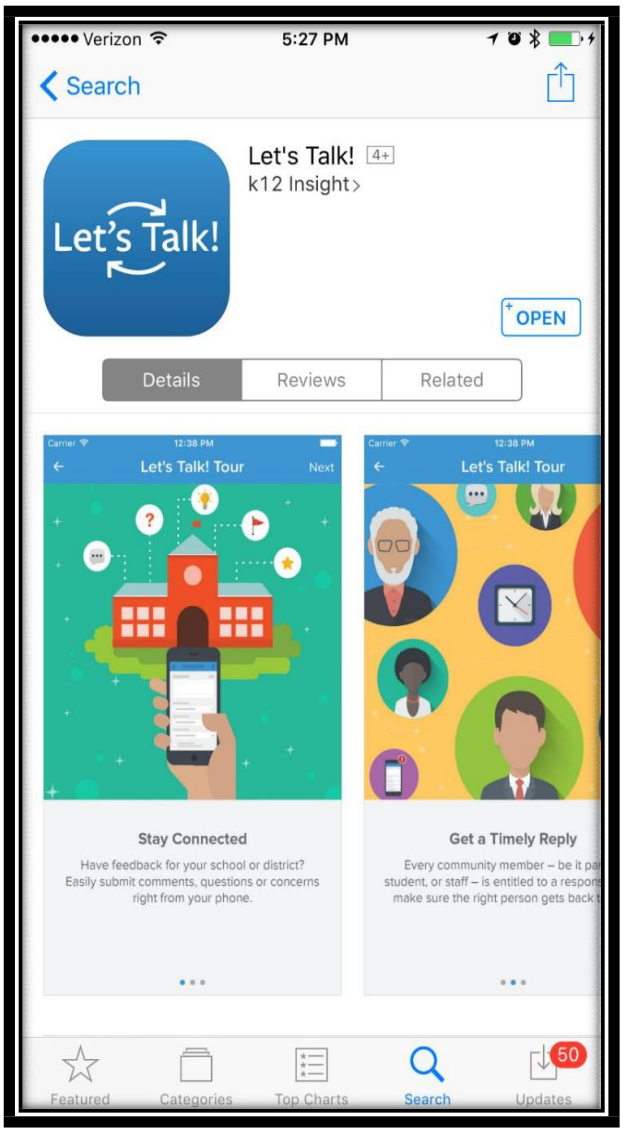


5. Service should provide a customizable feedback mobile app for end users to download in which to be able to provide feedback. The app should be supported on common mobile platforms, viz. Android and Apple iOS.

Exceeds Requirements

K12 *Insight* offers two mobiles applications (each available on both on the iOS App Store and the Android Play Store) for Let's Talk! With the apps, both school staff members and their communities (parents, students, etc.) can use Let's Talk! on their smartphones.





6. Service should provide for an embedded I-Frame interface to the feedback forms so that this appears to be an integral part of external facing website.

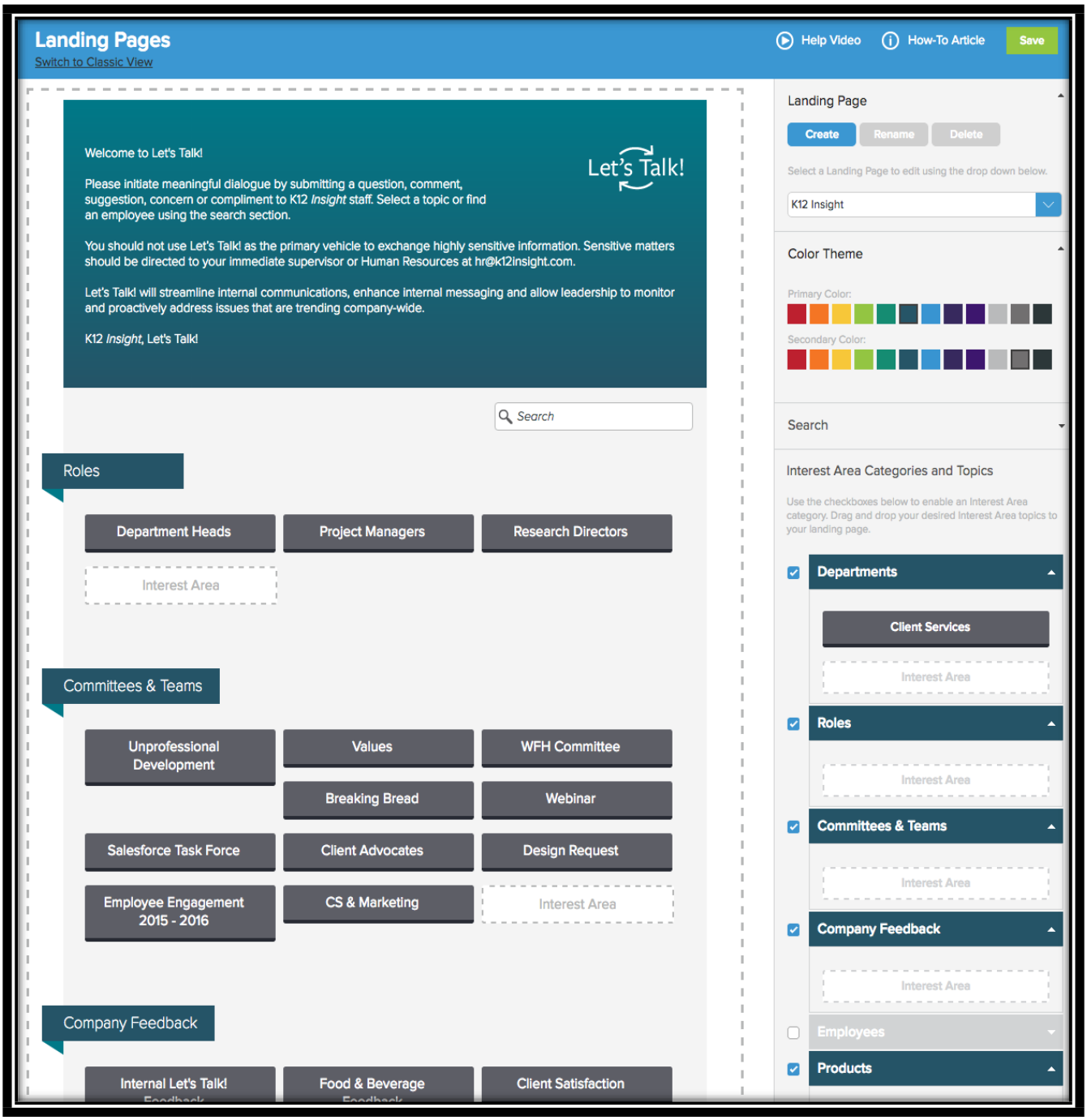
Fulfilled as Stated

7. Service should provide for an embedded I-Frame interface to the feedback forms so that this appears to be an integral part of internal facing staff web portals.

Fulfilled as Stated

8. Service should provide a customizable web interface that allows for specific topics to be listed for feedback.

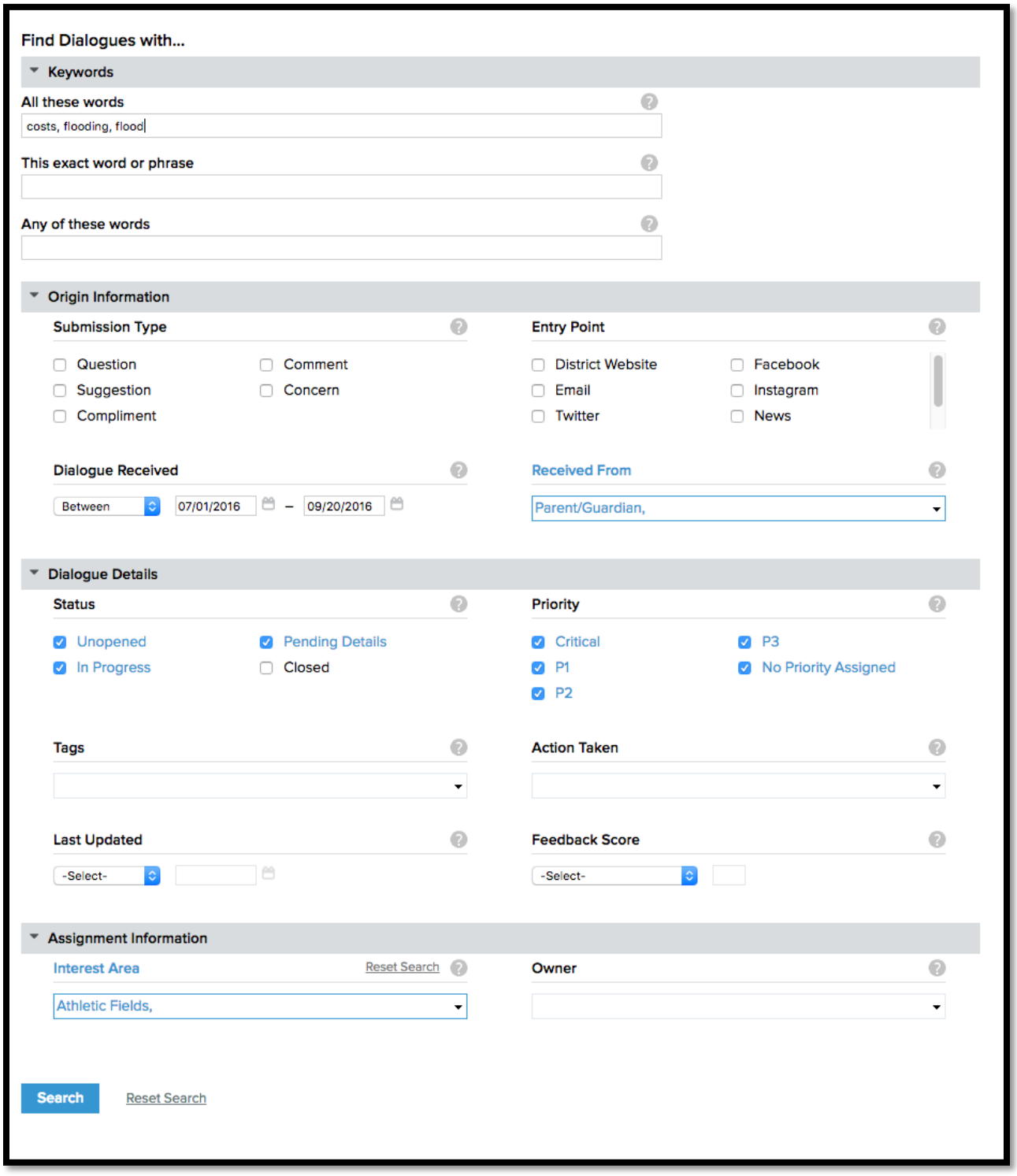
Fulfilled as Stated



9. Service should provide for feedback topics, schools, departments, and staff to be searchable using a search field.

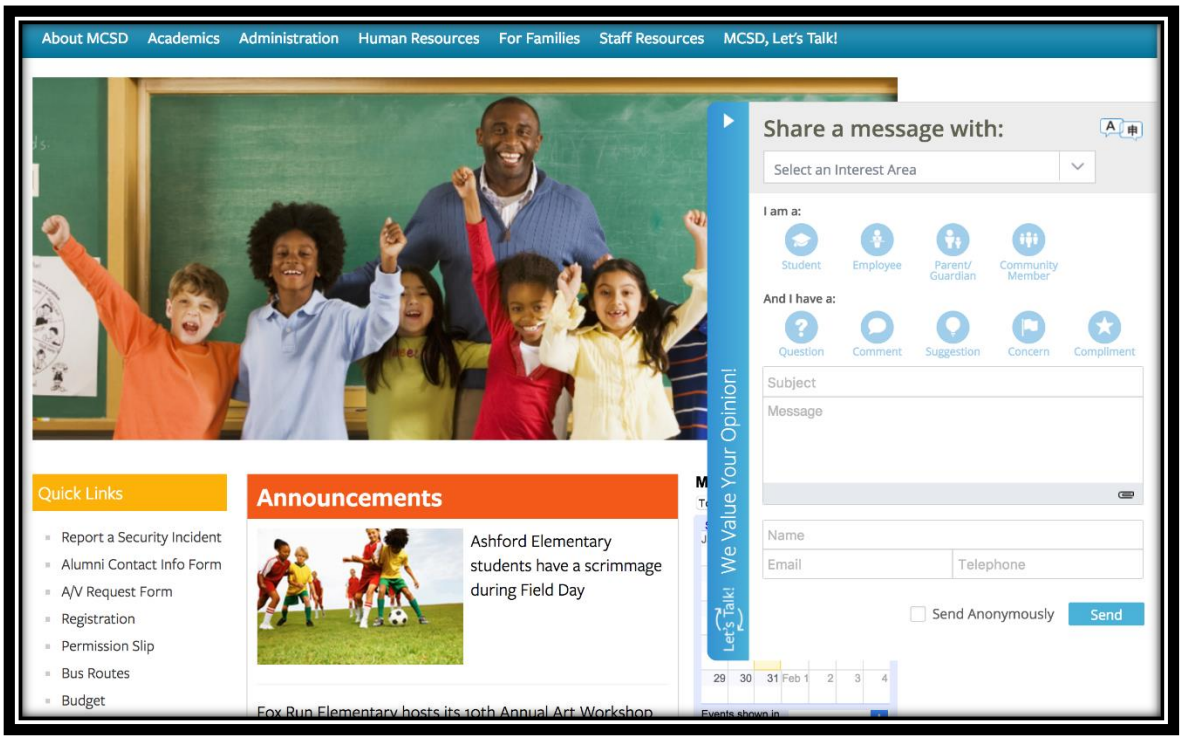
Fulfilled as Stated

The advanced search function allows users to perform complicated searches for not only staff members, but also topic areas, date received, and other filters. Users can also perform complicated searches in both the active and archived systems.



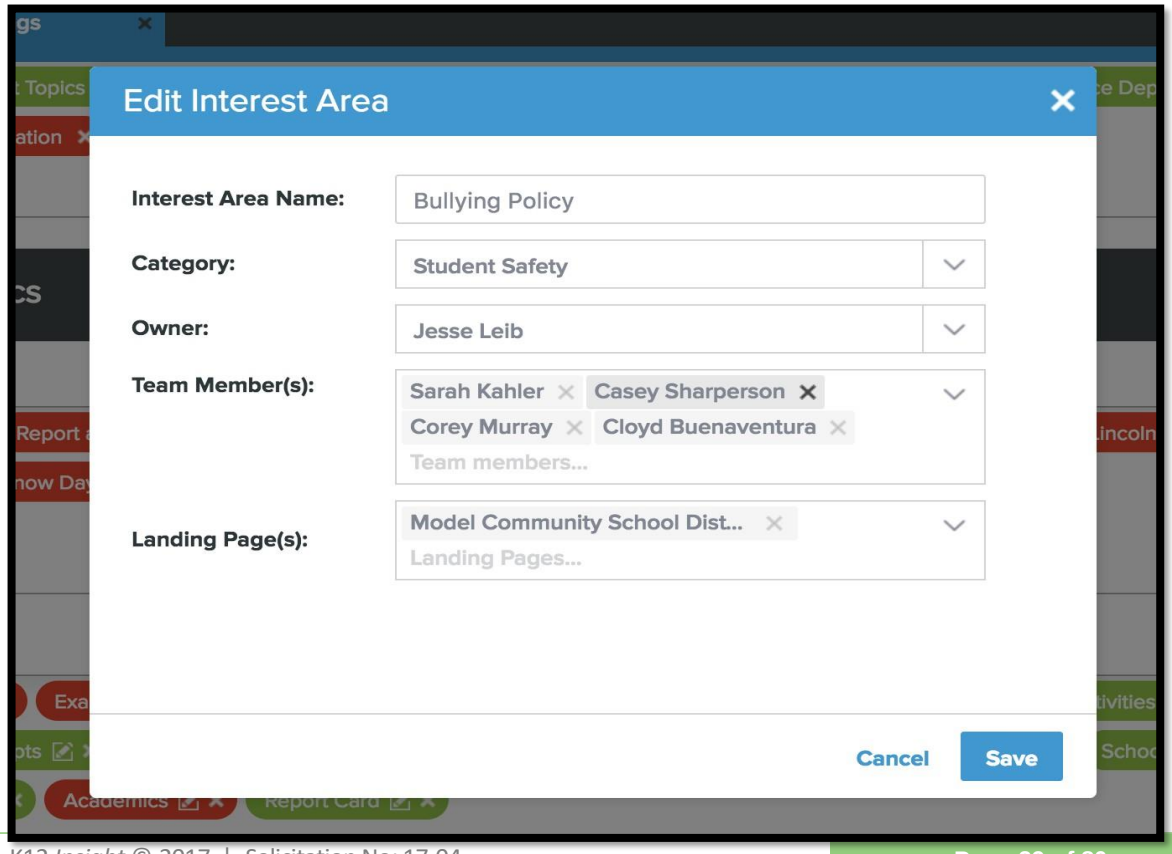
10. Service should provide a web tab widget that can be easily embedded on all websites.

Fulfilled as Stated



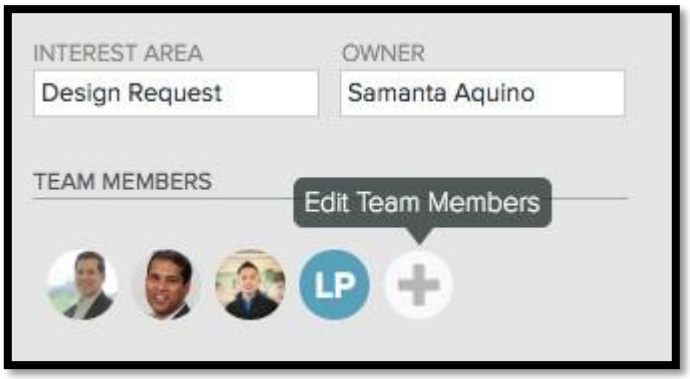
11. Service should provide for a mapping for each topic to one or more staff.

Fulfilled as Stated



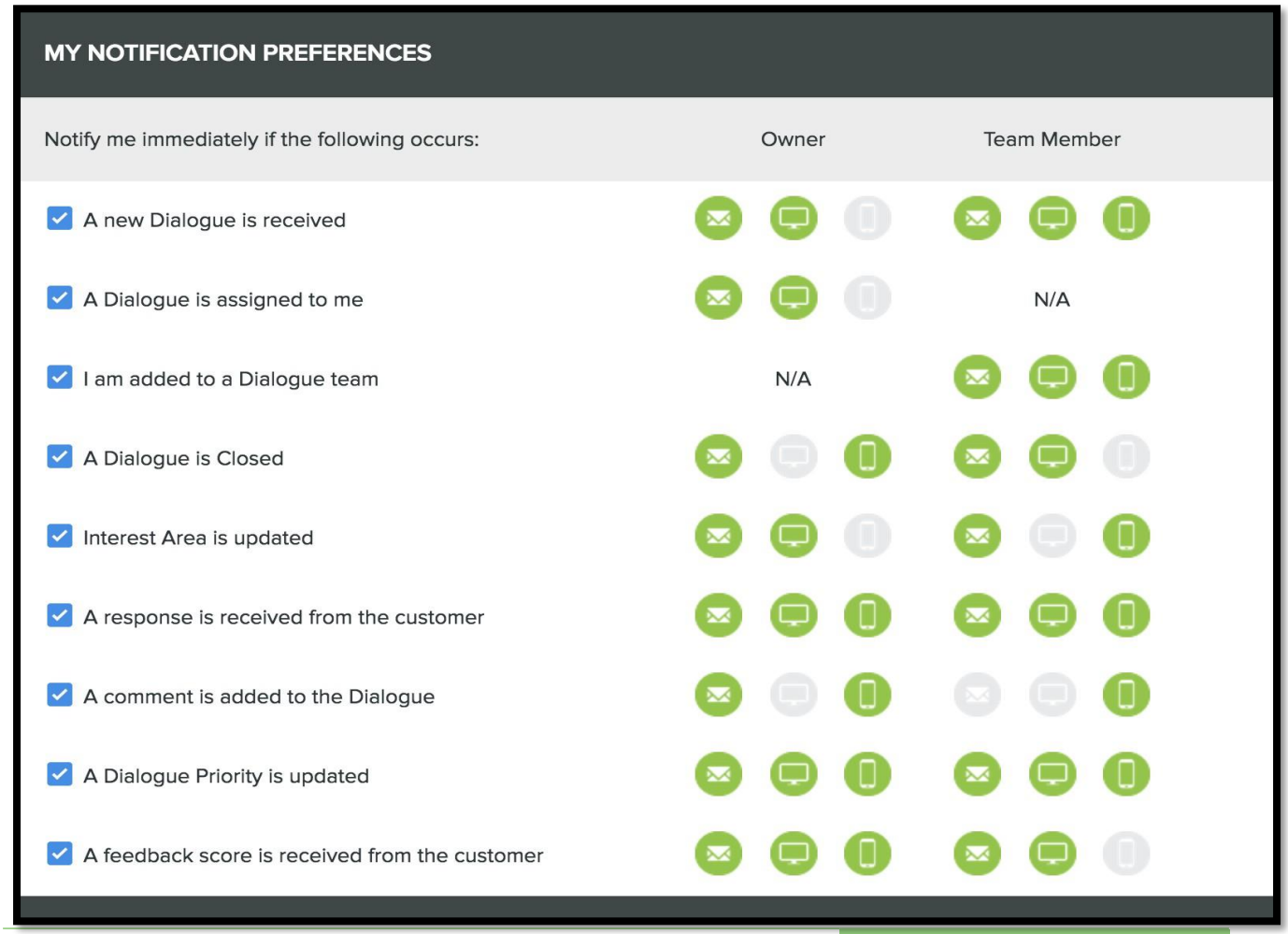
12. As a result of the aforementioned mapping in service, feedback received should be automatically directed and assigned to the appropriate staff.

Fulfilled as Stated



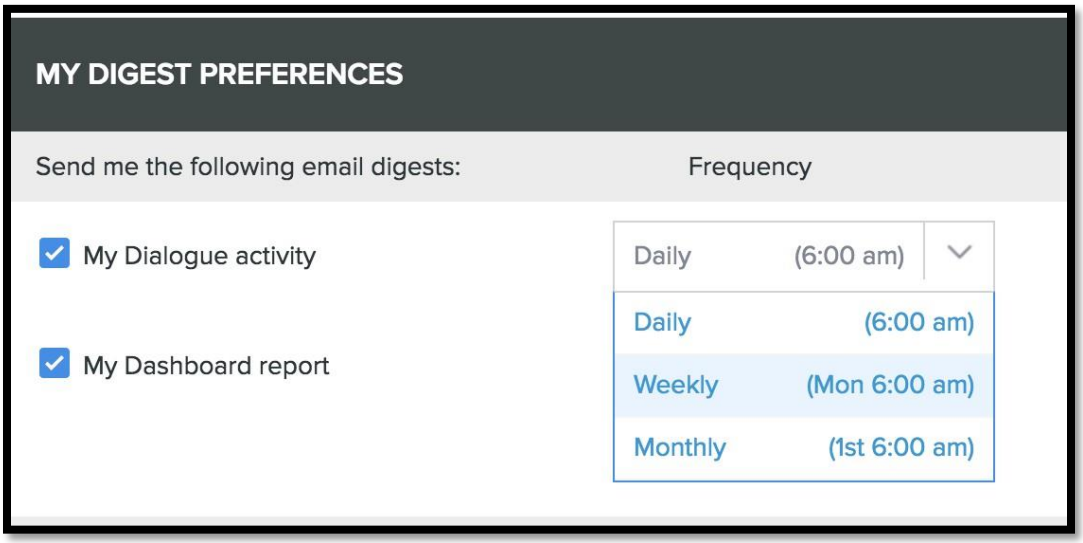
13. Service should provide alerts to assigned teams via email and, via a mobile app supported on common mobile platforms, viz. Android and Apple iOS.

Fulfilled as Stated



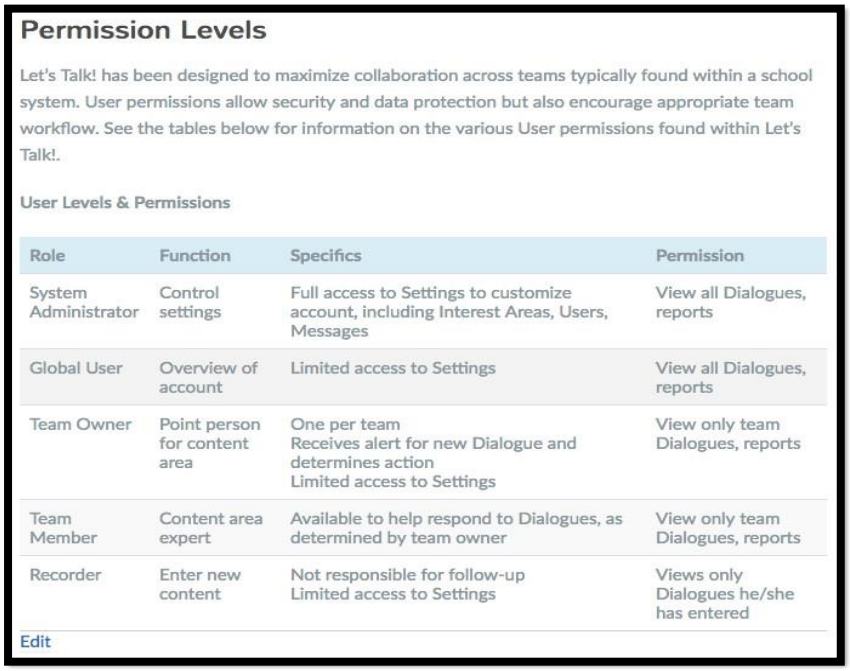
14. Service should provide the end user the ability to control the frequency of alerts via email, or opt-out.

Fulfilled as Stated



15. Service should allow for different categories and levels of users using a permission-based architecture.

Fulfilled as Stated



Permission Levels

Let's Talk! has been designed to maximize collaboration across teams typically found within a school system. User permissions allow security and data protection but also encourage appropriate team workflow. See the tables below for information on the various User permissions found within Let's Talk!.

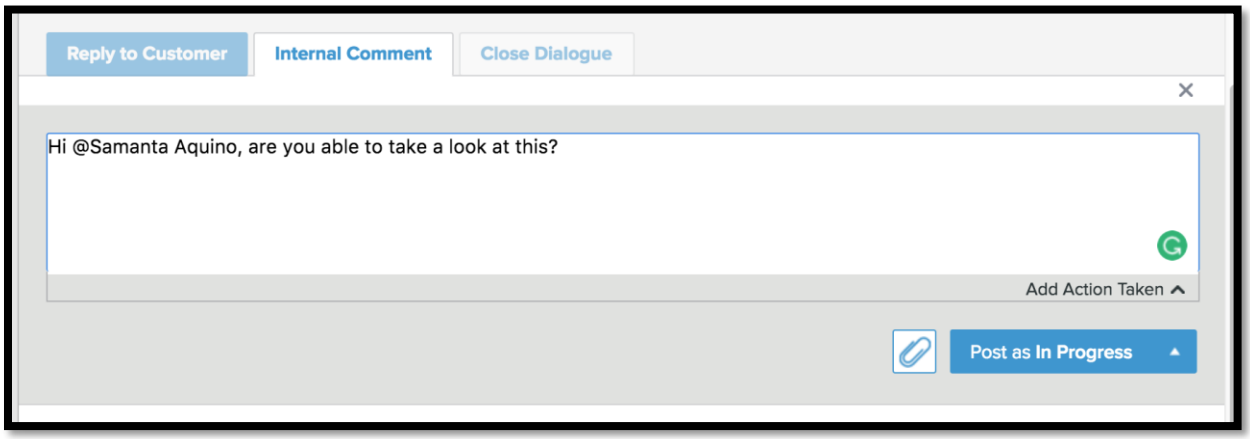
User Levels & Permissions

Role	Function	Specifics	Permission
System Administrator	Control settings	Full access to Settings to customize account, including Interest Areas, Users, Messages	View all Dialogues, reports
Global User	Overview of account	Limited access to Settings	View all Dialogues, reports
Team Owner	Point person for content area	One per team Receives alert for new Dialogue and determines action Limited access to Settings	View only team Dialogues, reports
Team Member	Content area expert	Available to help respond to Dialogues, as determined by team owner	View only team Dialogues, reports
Recorder	Enter new content	Not responsible for follow-up Limited access to Settings	Views only Dialogues he/she has entered

Edit

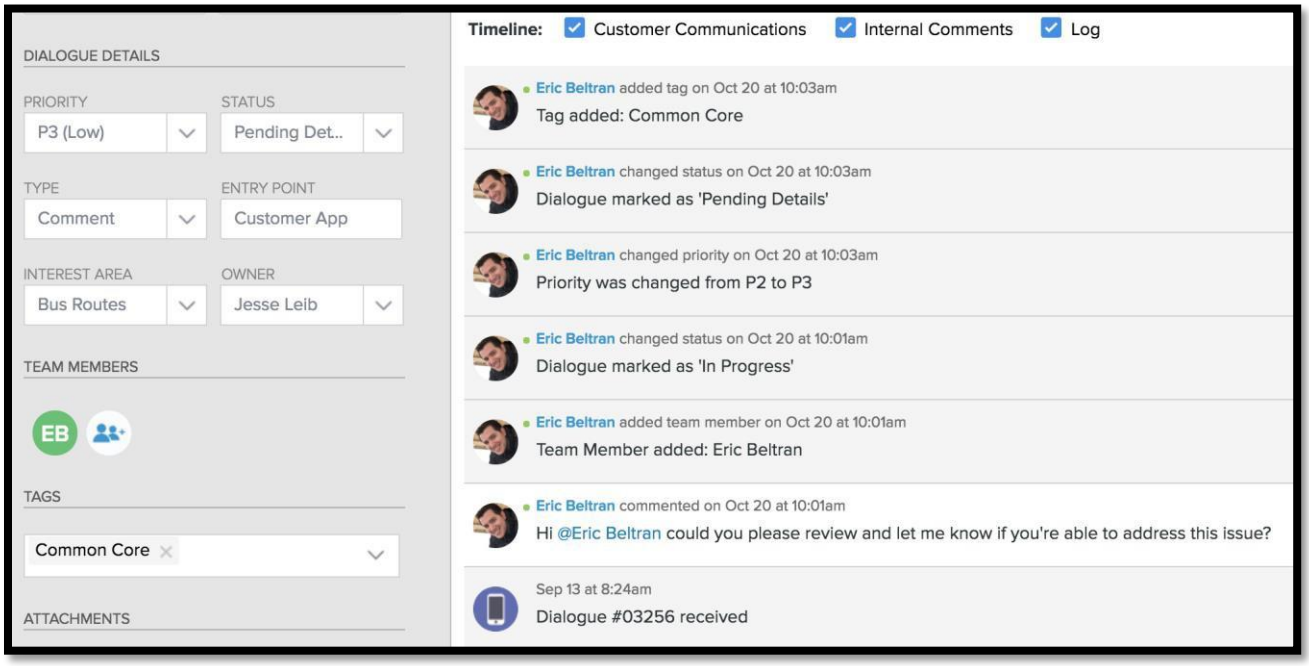
16. Service should allow staff assigned to feedback to collaborate with any other staff member including granting/limiting access, commenting, tagging, setting priority levels, documenting feedback type, bookmarking, and replying.

Fulfilled as Stated



17. Service should allow staff to document all details pertaining to interaction with stakeholder.

Fulfilled as Stated



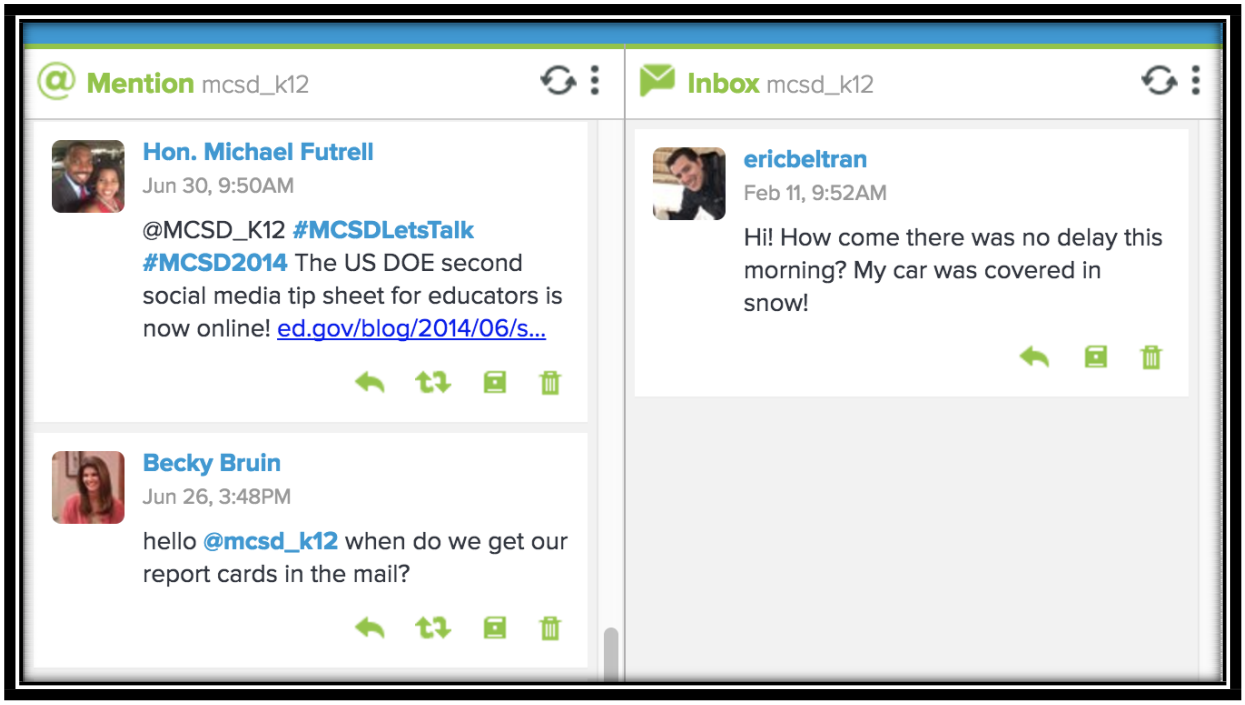
18. Service should allow staff to respond to stakeholders via email, or social media.

Fulfilled as Stated

Let's Talk! is accessible from multiple places on the district website, including a customized button, a pop-out tab, and existing "Contact Us" pages and link. In the platform, the social media and news channels can be enabled to collect additional conversations occurring on those platforms. Currently, Let's Talk! offers integration with Twitter, Facebook, Instagram, and Google News.

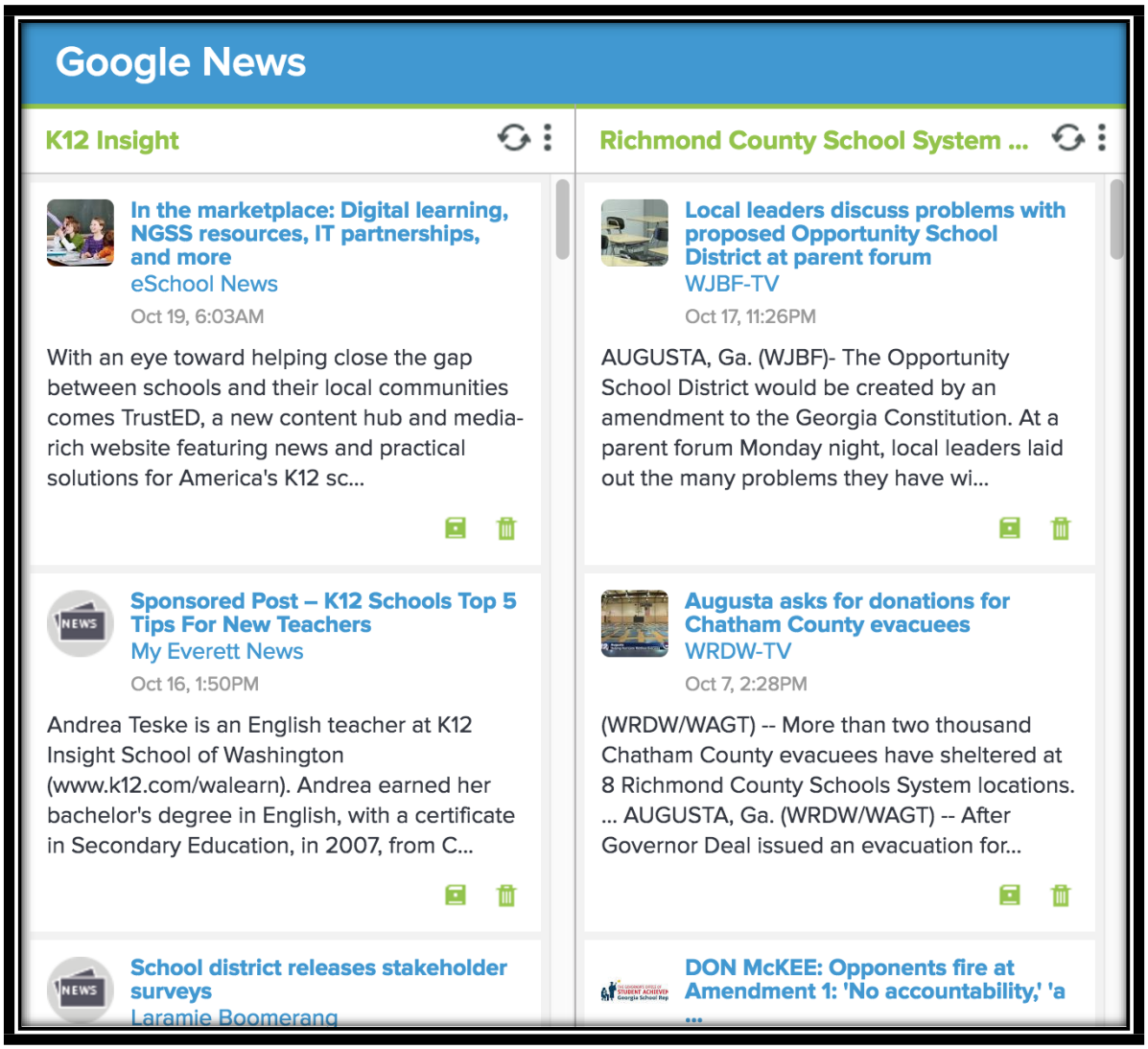
19. Service should scan and track social media posts on-demand based on specifications so that staff can follow-up.

Fulfilled as Stated



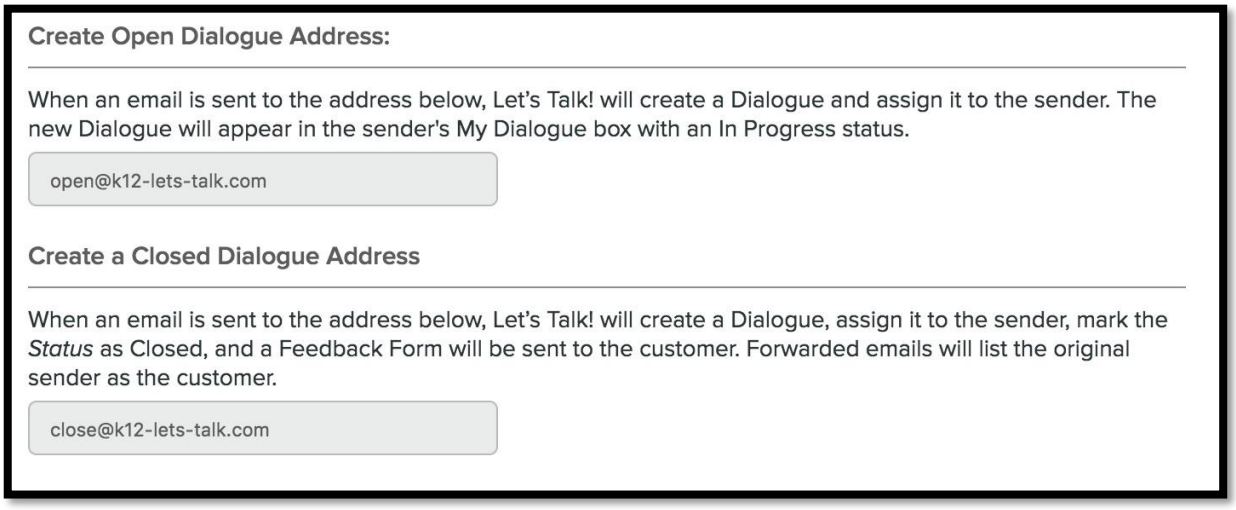
20. Service should scan and track news alerts on-demand based on specifications so that staff can follow-up.

Fulfilled as Stated



21. Service should be able to integrate responses to stakeholders from a user's email account.

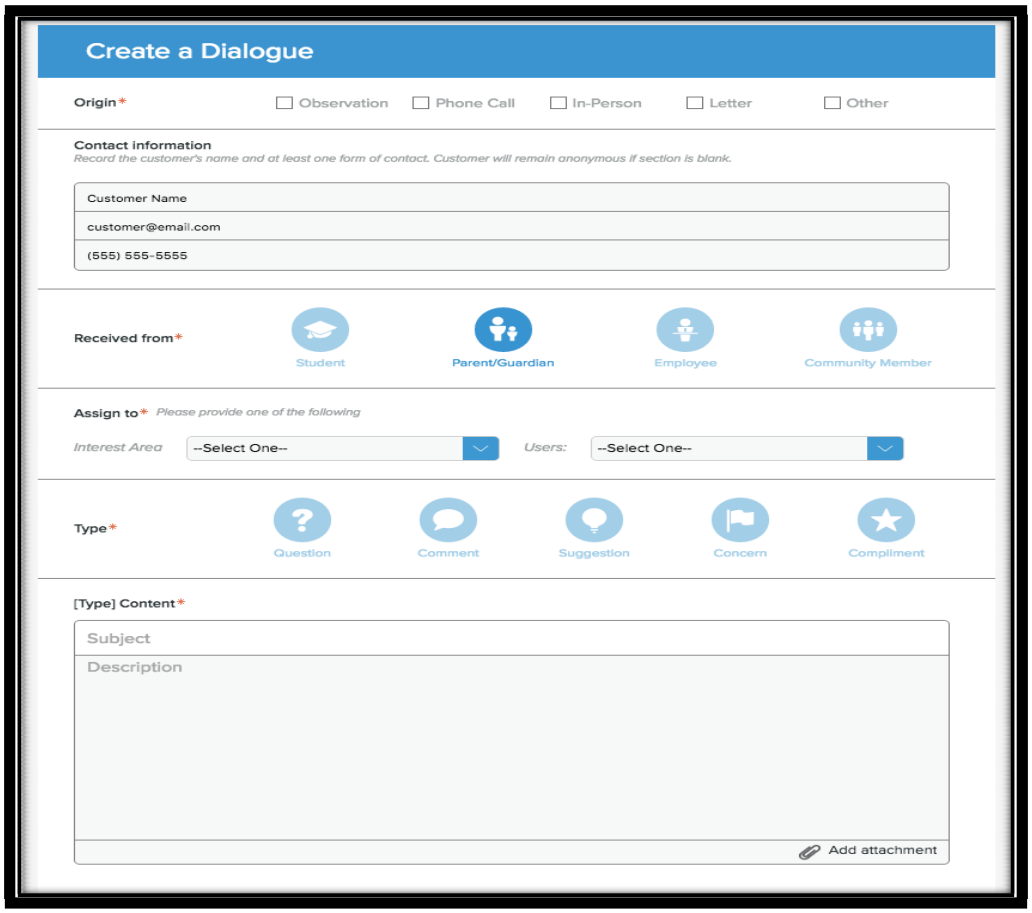
Fulfilled as Stated



22. Service should allow identified users to enter summaries from telephone conversations, in-person meetings, or personal observations into the tool for assignment to staff for follow-up.

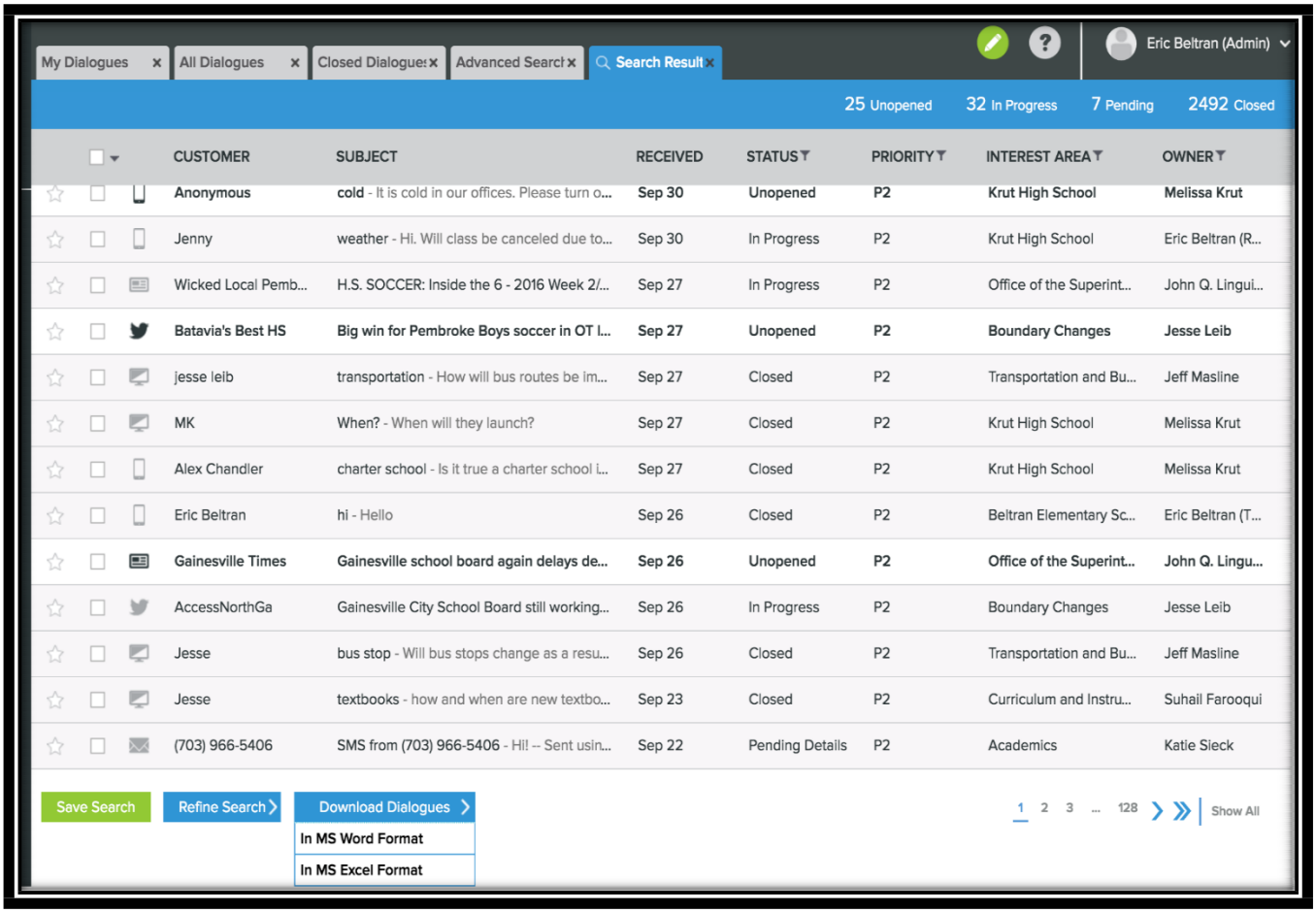
Fulfilled as Stated

The Create a Dialogue form is used to document customer interactions via observation, phone call, in-person meeting, a letter, or other means. This form is typically completed by a district staff member, such as an administrative assistant or secretary.



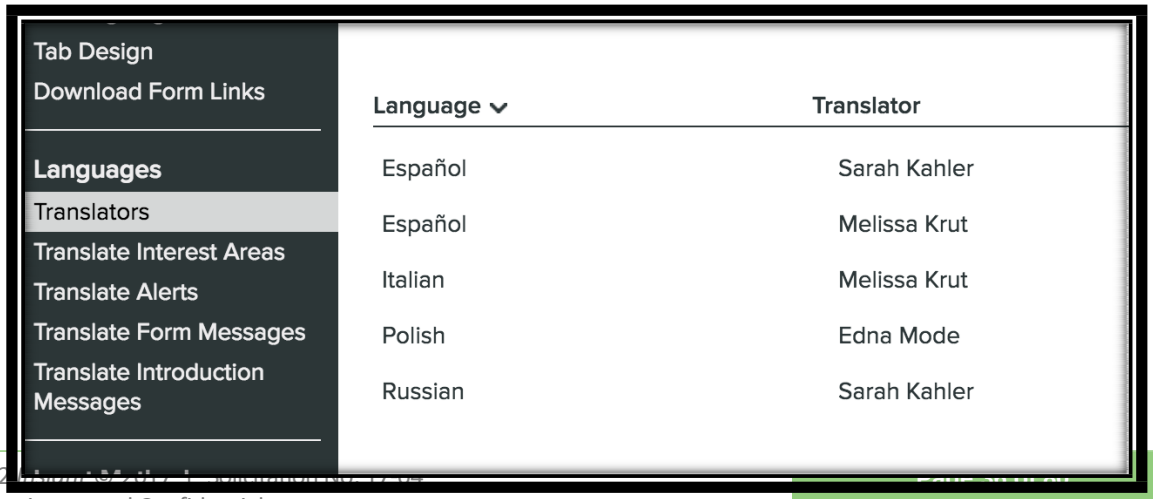
23. Service should maintain incoming feedback and questions as public records that can be retrieved and archived, searched by topic, date, key terms, and individual names.

Fulfilled as Stated



24. Service should provide a framework to support multiple languages.

Fulfilled as Stated



25. Service should provide a mechanism for staff to receive automated translations for feedback received in a non-English language.

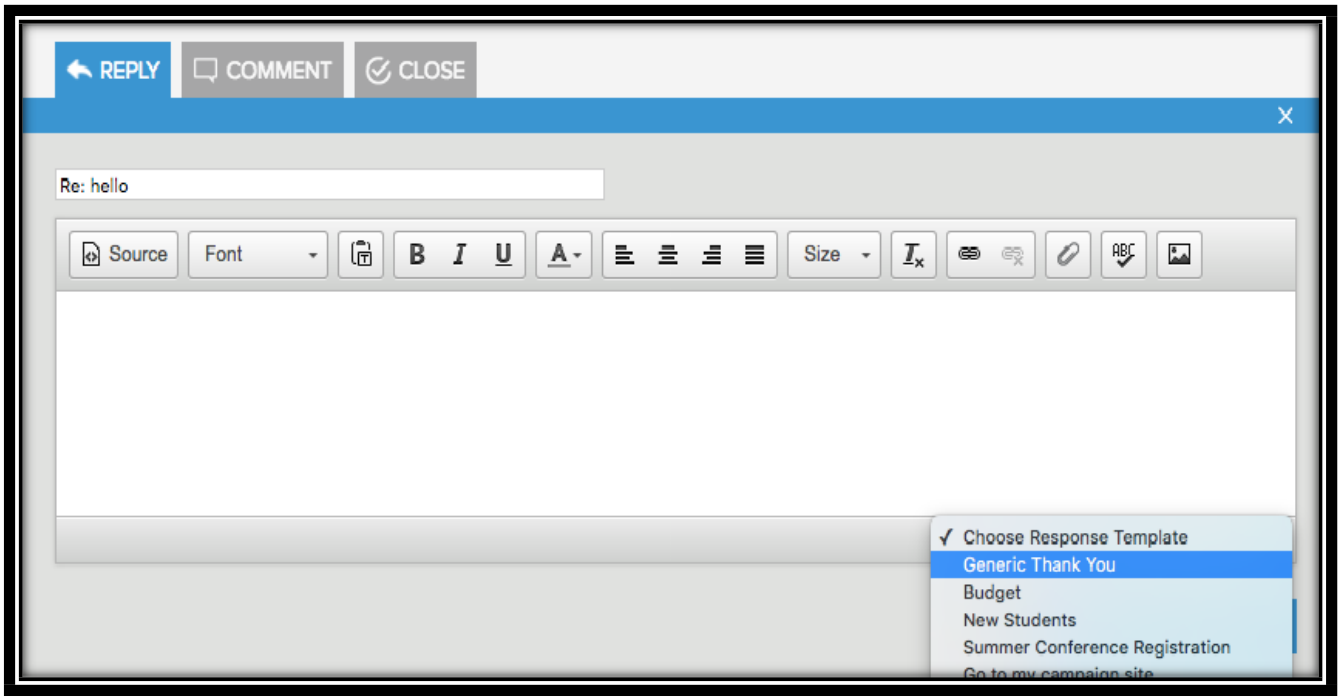
Fulfilled as Stated

26. Service should provide a mechanism for staff to be able to respond in English and provide the stakeholder an automated translation in the original language of submission.

Fulfilled as Stated

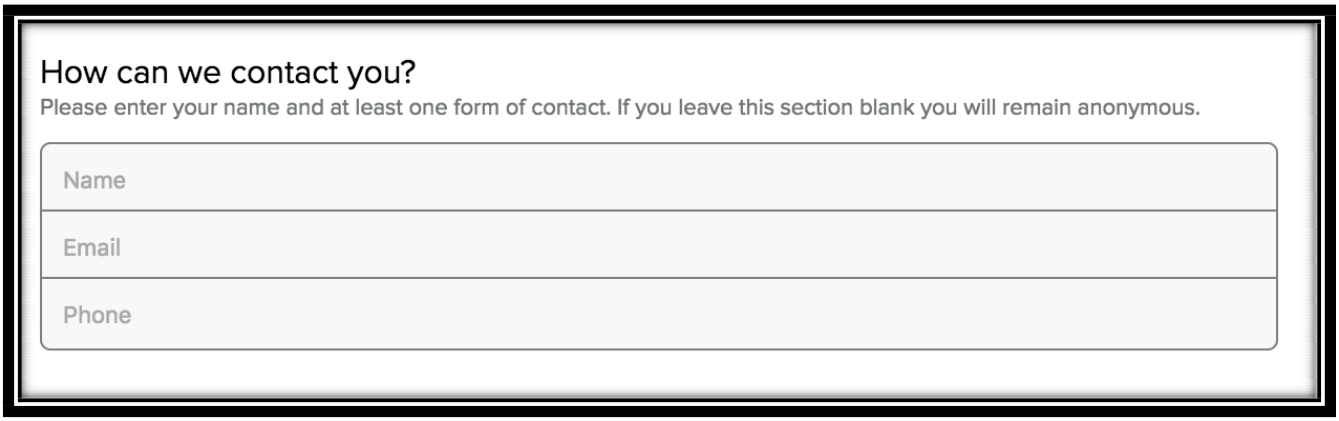
27. Service should provide the option of a standardized response for specific types of messages.

Fulfilled as Stated



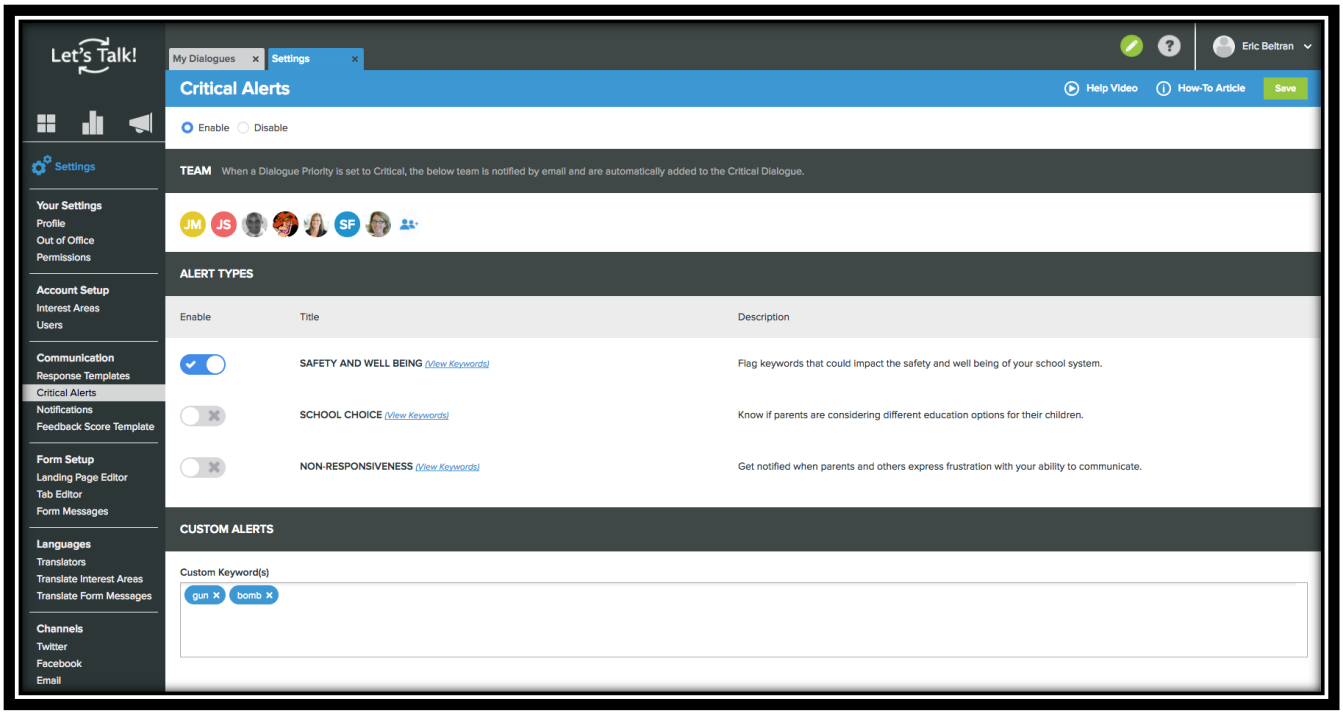
28. Service should allow stakeholders to be able to provide anonymous feedback.

Fulfilled as Stated



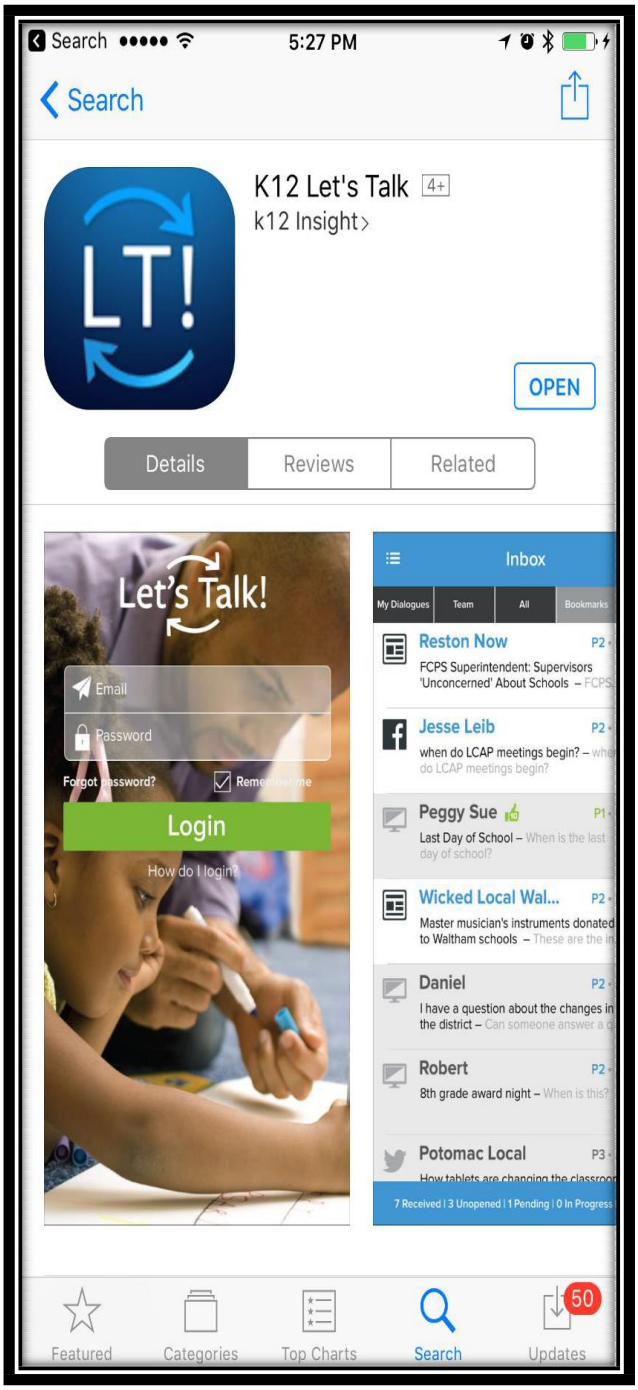
29. Service should have the capability to analyze phrases and words of interest to and upon discovering a match, to alert pre-selected list of staff.

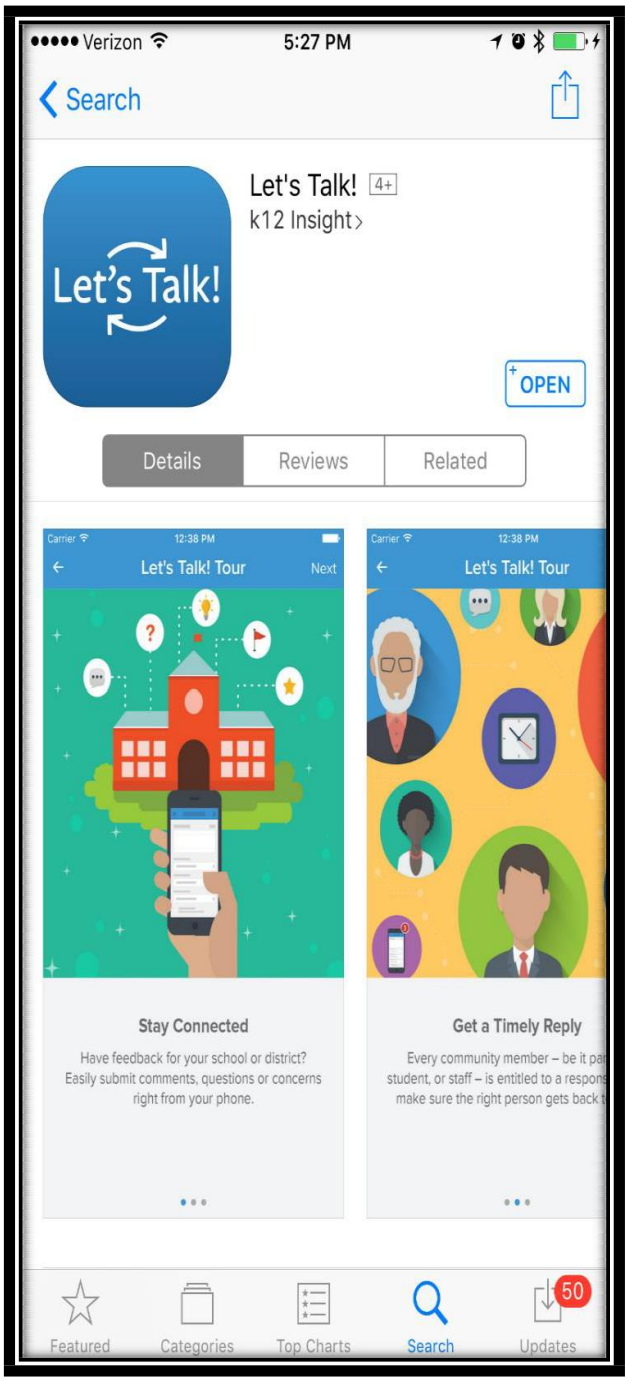
Fulfilled as Stated



30. Service should allow staff to be able to complete all administrative responsibilities via a native mobile app available on common mobile operating systems such as Android and Apple iOS.

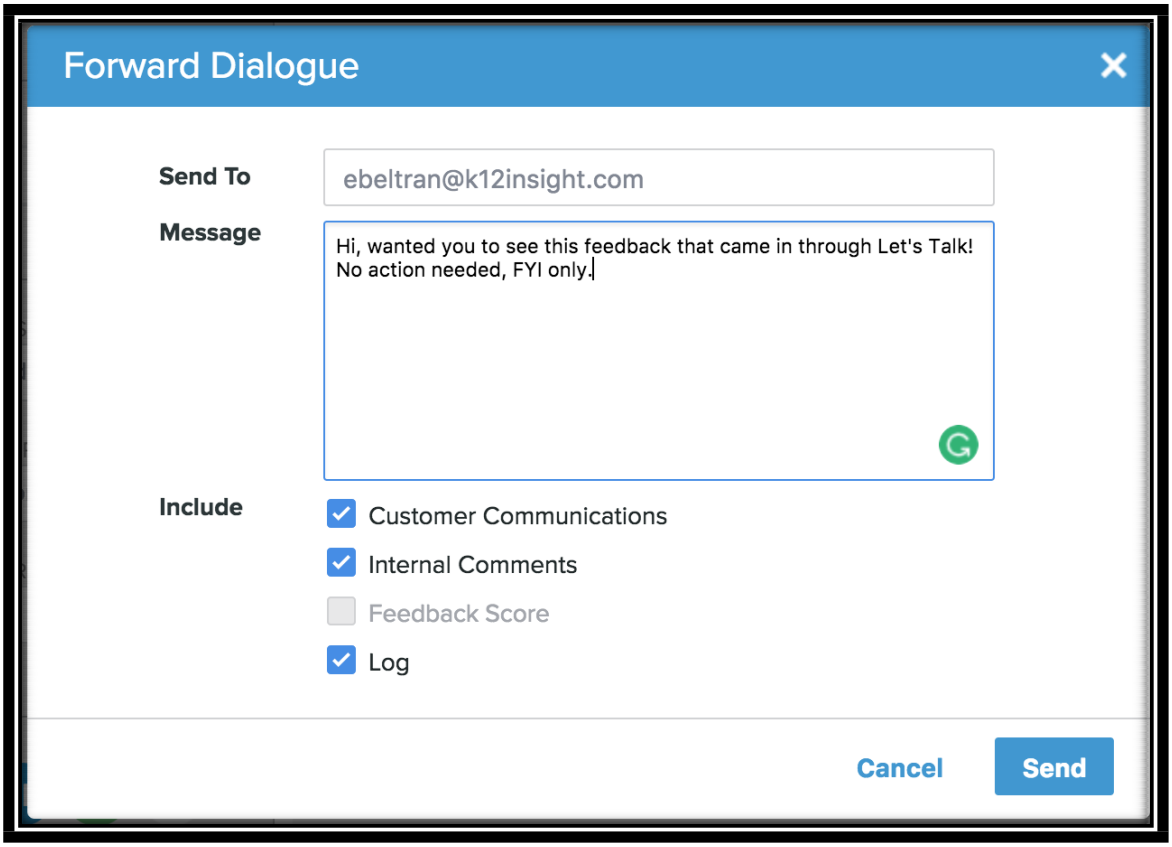
Fulfilled as Stated





31. Service should support the ability to email specific feedback to a staff who may not be a user on the system.

Fulfilled as Stated



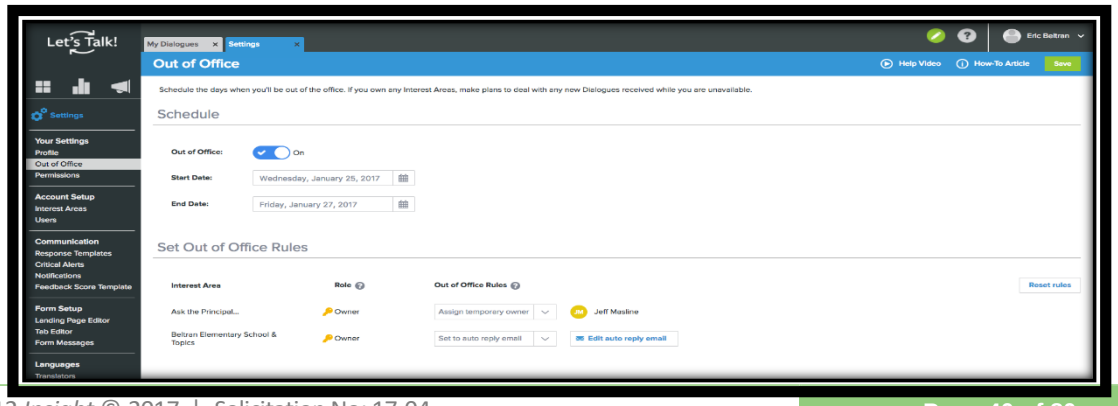
32. Service should maintain an active log of all actions on feedback received.

Fulfilled as Stated

All customer interactions received and actions taken are captured and logged in a timeline.

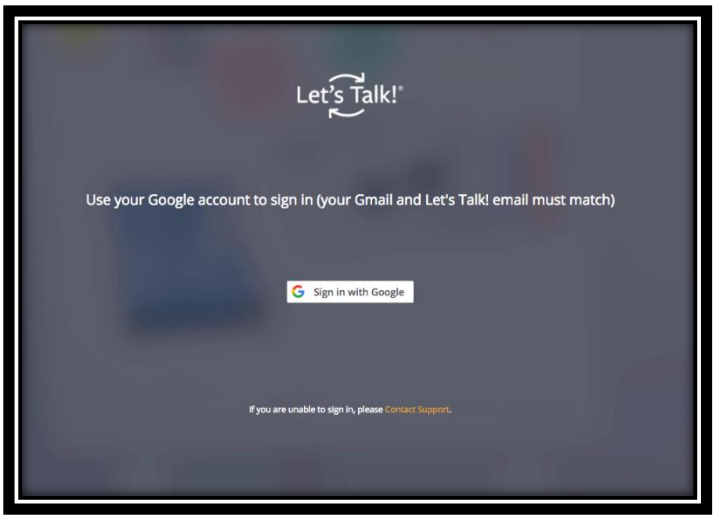
33. Solution should support uninterrupted customer service workflow for scenarios when administrators are on vacation. This workflow should allow for assigning dialogues to other administrators, send automatic notifications, etc.

Fulfilled as Stated



34. Solution should support automatic signup for new administrators by authenticating on email domain.

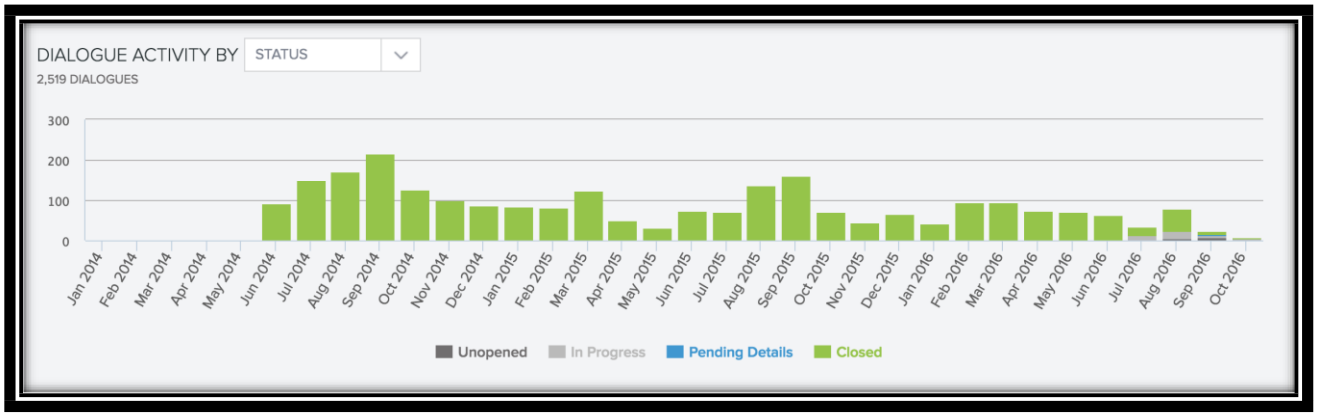
Fulfilled as Stated



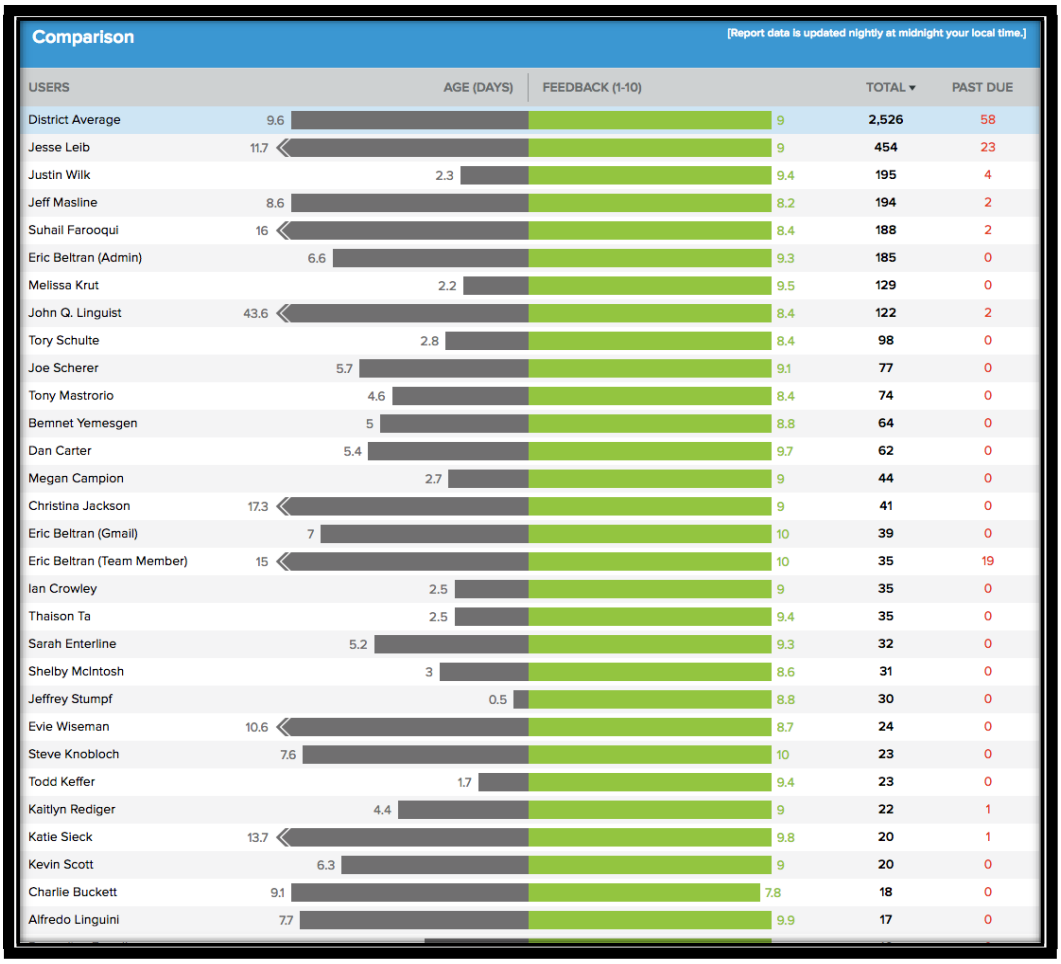
35. Service should provide a dashboard that makes it easy to view the following metrics/key performance indicators graphically and in data tables:

Fulfilled as Stated

a. Total number of feedback received and broken down by status.



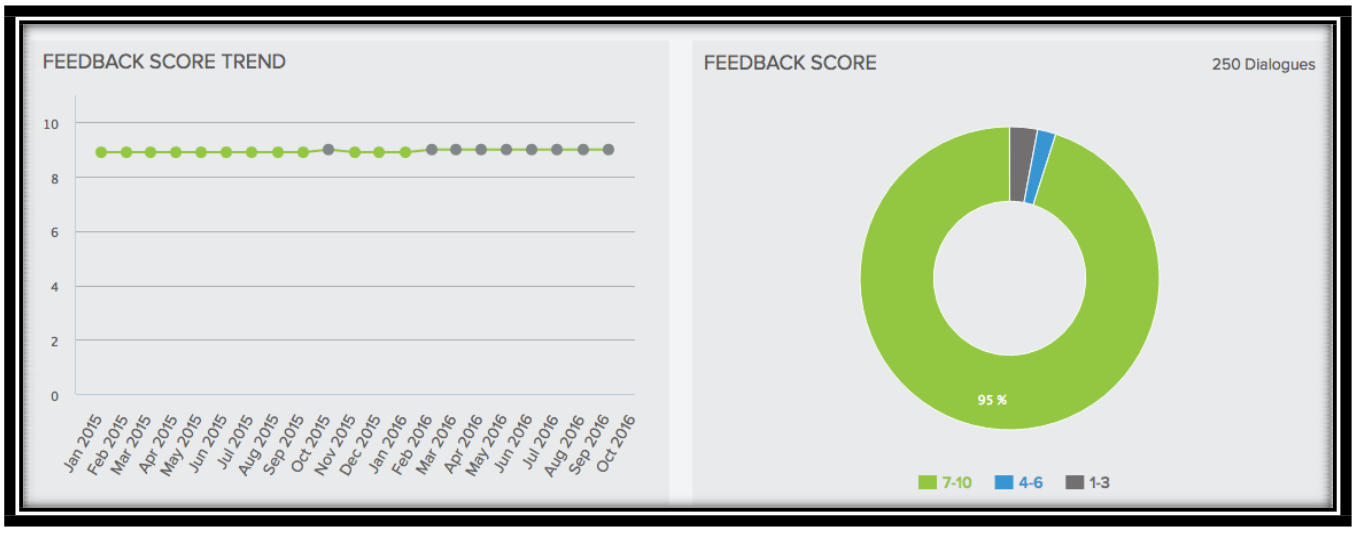
b. A measure of how long it is taking for to perform various tasks.



Comparison [Report data is updated nightly at midnight your local time.]

USERS	AGE (DAYS)	FEEDBACK (1-10)	TOTAL	PAST DUE
District Average	9.6	9	2,526	58
Jesse Leib	11.7	9	454	23
Justin Wilk	2.3	9.4	195	4
Jeff Masline	8.6	8.2	194	2
Suhail Farooqui	16	8.4	188	2
Eric Beltran (Admin)	6.6	9.3	185	0
Melissa Krut	2.2	9.5	129	0
John Q. Linguist	43.6	8.4	122	2
Tory Schulte	2.8	8.4	98	0
Joe Scherer	5.7	9.1	77	0
Tony Mastrorio	4.6	8.4	74	0
Bemnet Yemesgen	5	8.8	64	0
Dan Carter	5.4	9.7	62	0
Megan Campion	2.7	9	44	0
Christina Jackson	17.3	9	41	0
Eric Beltran (Gmail)	7	10	39	0
Eric Beltran (Team Member)	15	10	35	19
Ian Crowley	2.5	9	35	0
Thaison Ta	2.5	9.4	35	0
Sarah Enterline	5.2	9.3	32	0
Shelby McIntosh	3	8.6	31	0
Jeffrey Stumpf	0.5	8.8	30	0
Evie Wiseman	10.6	8.7	24	0
Steve Knobloch	7.6	10	23	0
Todd Keffer	1.7	9.4	23	0
Kaitlyn Rediger	4.4	9	22	1
Katie Sieck	13.7	9.8	20	1
Kevin Scott	6.3	9	20	0
Charlie Buckett	9.1	7.8	18	0
Alfredo Linguini	7.7	9.9	17	0

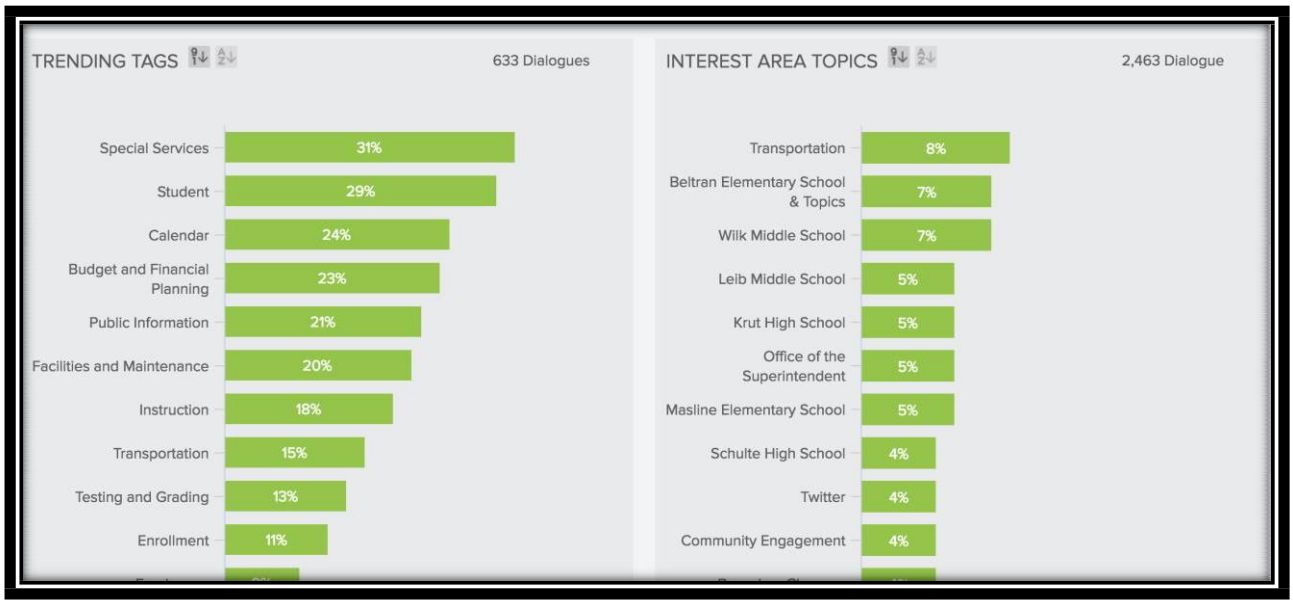
c. A measure of how satisfied stakeholders are from their interactions.



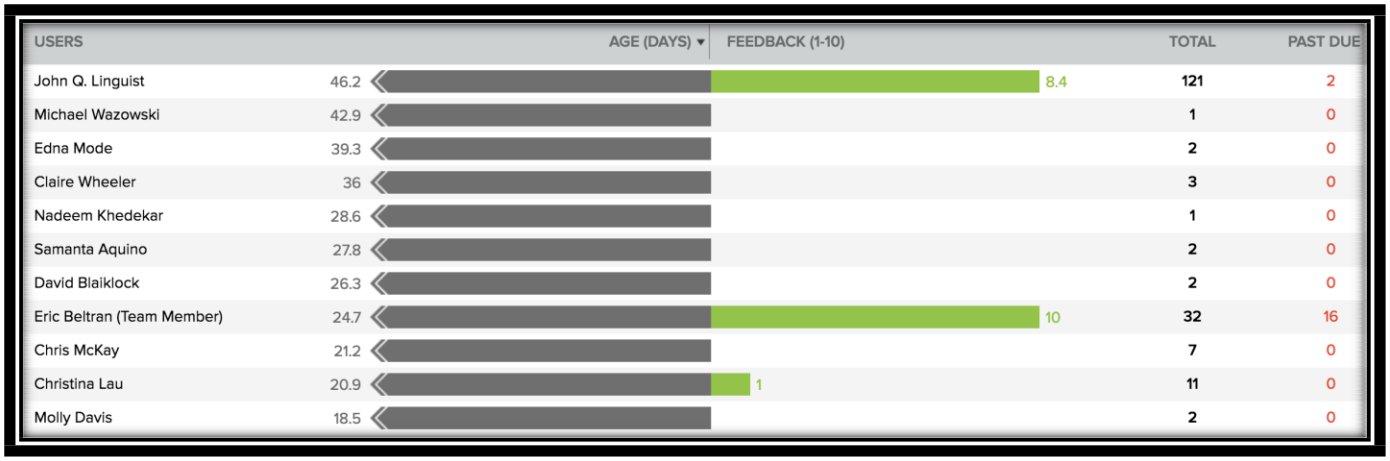
d. Ability to display key indicators by topic and the staff.

INTEREST AREA CATEGORIES	AGE (DAYS)	FEEDBACK (1-10)	TOTAL	PAST DUE
Schools	3.5	9.1	1,178	9
Budget	4.3	9.3	12	1
Parents	4.3	1	21	2
Social	5.9	9	183	0
Wilk Staff	9.5		2	0
Students	9.8		3	0
District Average	10.1	9	2,519	59
EMERGENCY 101	12	10	18	0
Bond Campaign & Capital Projects	13.4	9.7	55	6
Principal	14.1	4	19	2
Central Office Departments	17.6	8.8	652	8
For Teachers and Staff	18.7	9	60	1
Hot Topics	18.8	9.2	175	13
2015-2016 Budget Information	22.3		9	1
Teachers and Staff	25.4	10	36	1
Student Safety	40.4	8.8	23	0
Back to School	42.5		17	15

e. Analytics on frequency of topics, stakeholder type, etc.



f. Analytics comparing the performance of individual/s.

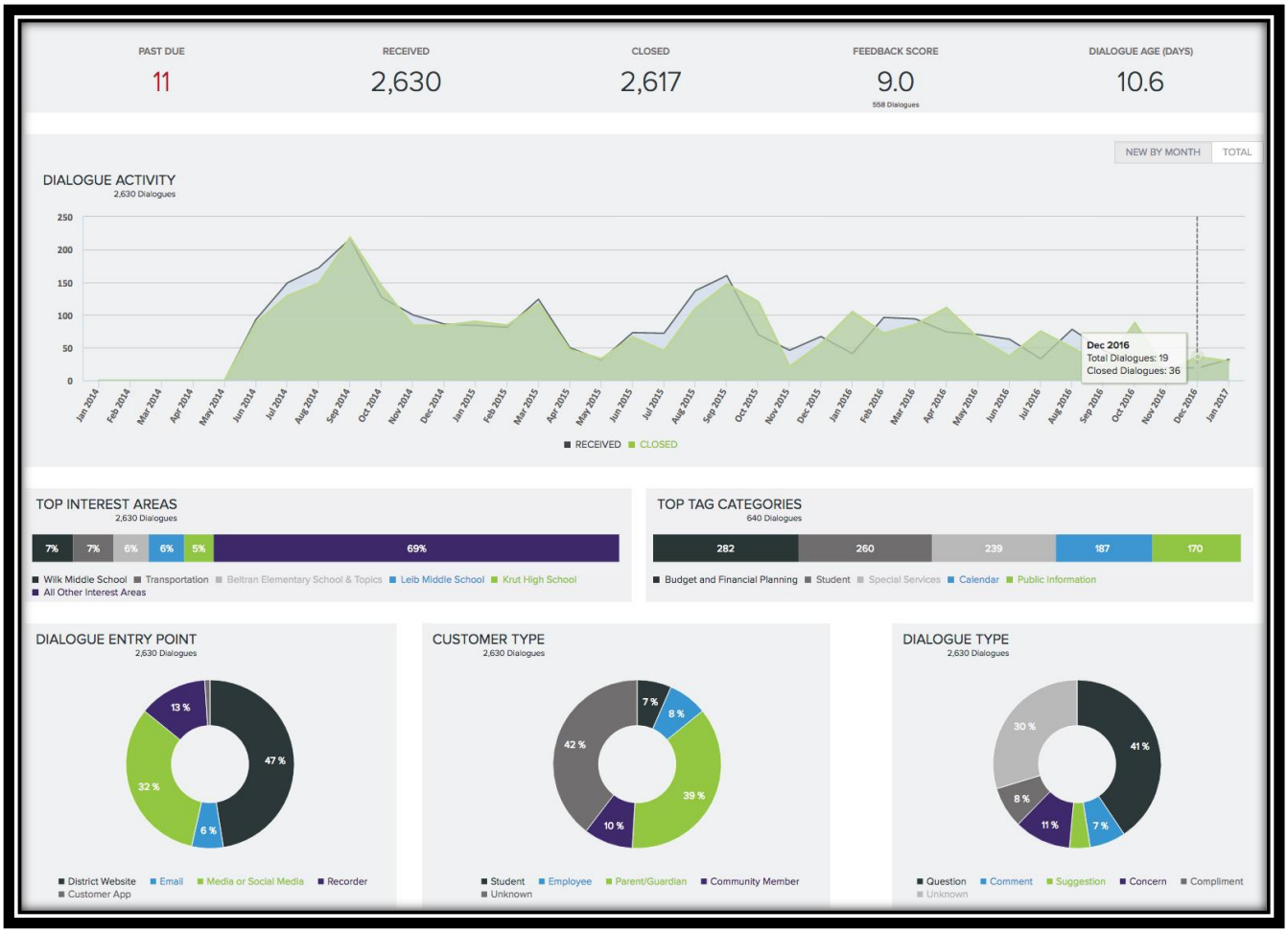


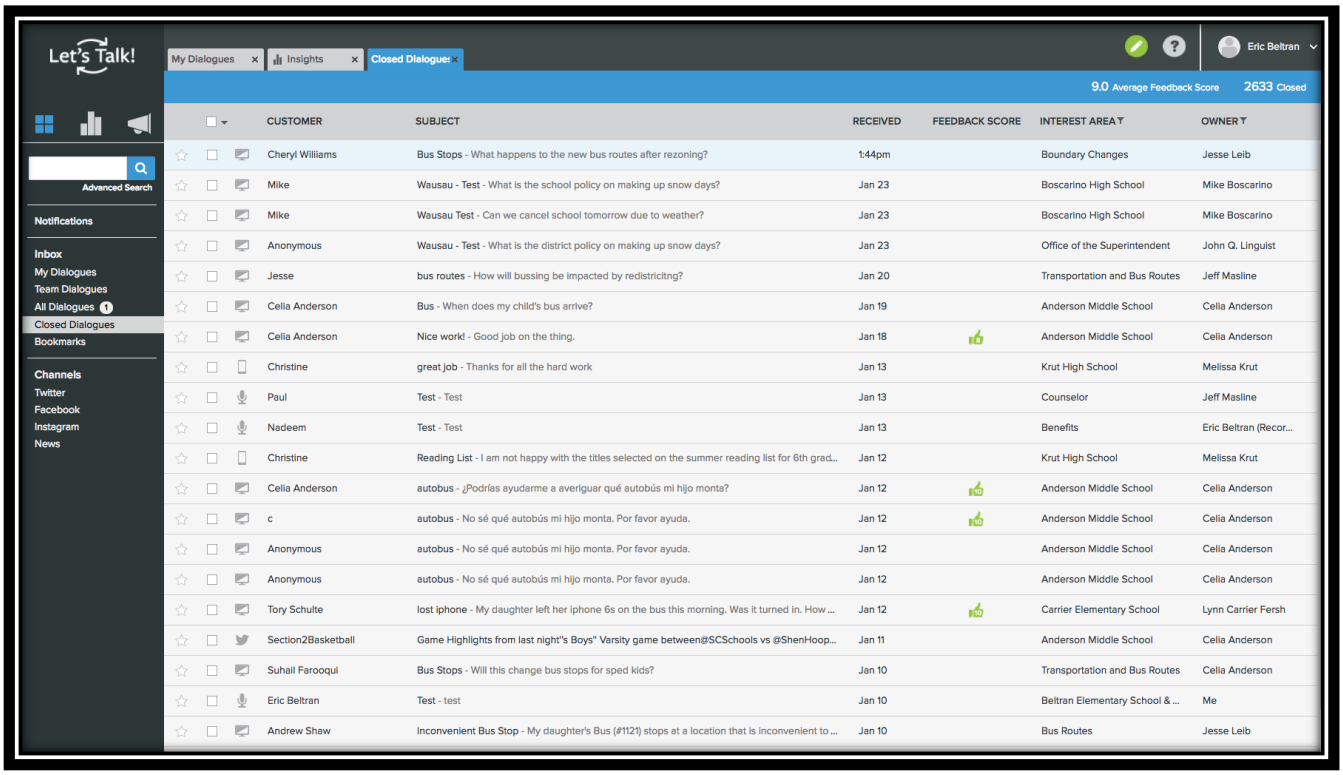
USERS	AGE (DAYS)	FEEDBACK (1-10)	TOTAL	PAST DUE
John Q. Linguist	46.2	8.4	121	2
Michael Wazowski	42.9		1	0
Edna Mode	39.3		2	0
Claire Wheeler	36		3	0
Nadeem Khedekar	28.6		1	0
Samanta Aquino	27.8		2	0
David Blaiklock	26.3		2	0
Eric Beltran (Team Member)	24.7	10	32	16
Chris McKay	21.2		7	0
Christina Lau	20.9	1	11	0
Molly Davis	18.5		2	0

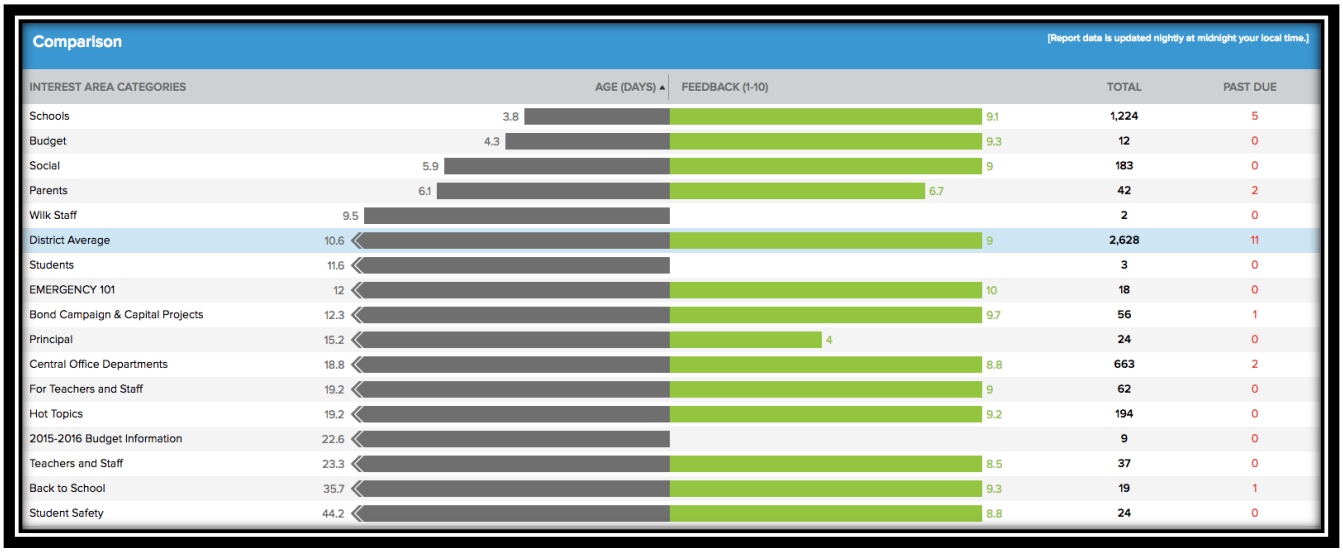
36. Service should allow for download of summary and detailed reports in presentation-ready formats.

Fulfilled as Stated

a. Source, stakeholder type, response times
b. Recently concluded interaction(s)
c. Member responsible for each topic, response time, etc.
d. Schools, departments, and users


PAST DUE
11
RECEIVED
2,630
CLOSED
2,617
FEEDBACK SCORE
9.0
558 Dialogues
DIALOGUE AGE (DAYS)
10.6
NEW BY MONTH
TOTAL
DIALOGUE ACTIVITY
2,630 Dialogues
Dec 2016
Total Dialogues: 19
Closed Dialogues: 36
RECEIVED
CLOSED
TOP INTEREST AREAS
2,630 Dialogues
7%
7%
6%
6%
5%
69%
Wilk Middle School
Transportation
Beltran Elementary School & Topics
Leib Middle School
Krut High School
All Other Interest Areas
TOP TAG CATEGORIES
640 Dialogues
282
260
239
187
170
Budget and Financial Planning
Student
Special Services
Calendar
Public Information
DIALOGUE ENTRY POINT
2,630 Dialogues
47 %
32 %
13 %
6 %
District Website
Email
Media or Social Media
Recorder
Customer App
CUSTOMER TYPE
2,630 Dialogues
42 %
7 %
8 %
39 %
10 %
Student
Employee
Parent/Guardian
Community Member
Unknown
DIALOGUE TYPE
2,630 Dialogues
41 %
30 %
8 %
11 %
7 %
Question
Comment
Suggestion
Concern
Compliment
Unknown

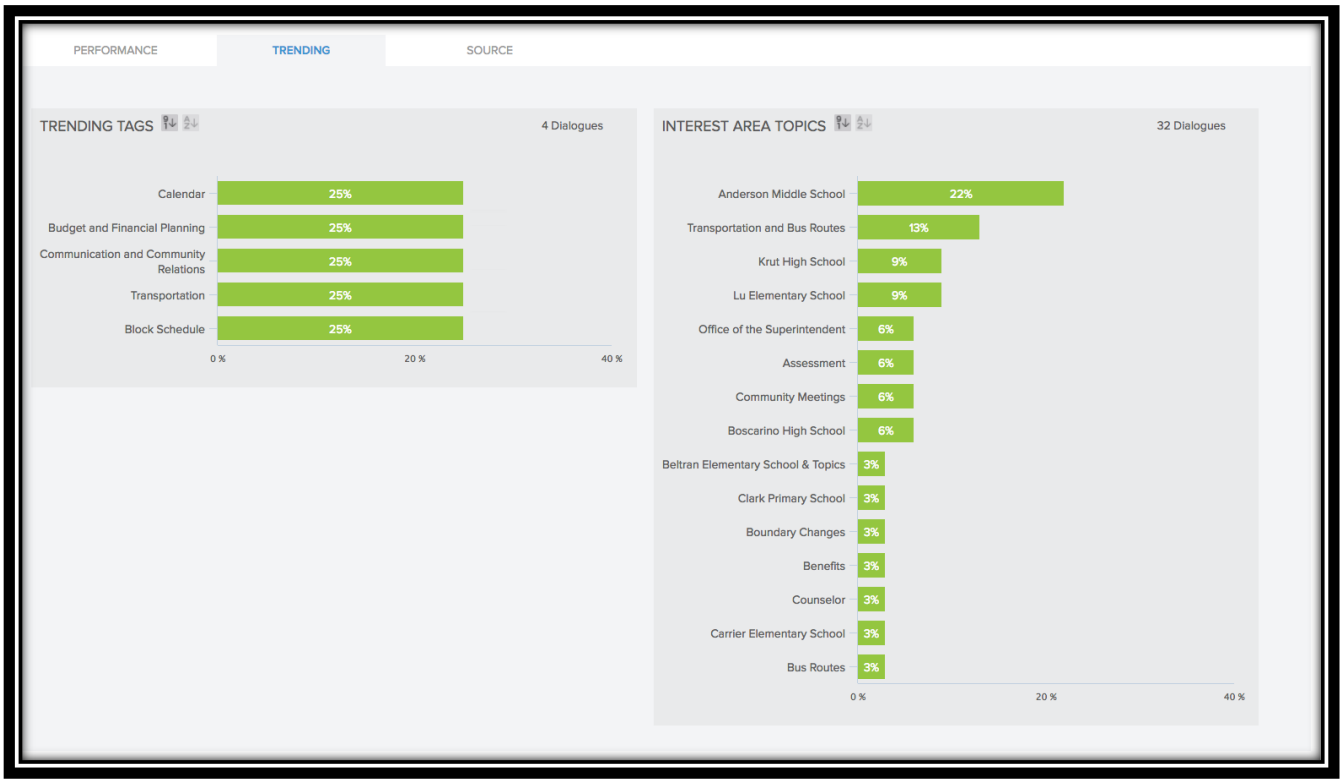

Let's Talk!
My Dialogues
Insights
Closed Dialogues
Eric Beltran
9.0 Average Feedback Score
2633 Closed
Advanced Search
Notifications
Inbox
My Dialogues
Team Dialogues
All Dialogues 1
Closed Dialogues
Bookmarks
Channels
Twitter
Facebook
Instagram
News
CUSTOMER
SUBJECT
RECEIVED
FEEDBACK SCORE
INTEREST AREA
OWNER
Cheryl Williams
Bus Stops - What happens to the new bus routes after rezoning?
1:44pm
Boundary Changes
Jesse Leib
Mike
Wausau - Test - What is the school policy on making up snow days?
Jan 23
Boscarino High School
Mike Boscarino
Mike
Wausau Test - Can we cancel school tomorrow due to weather?
Jan 23
Boscarino High School
Mike Boscarino
Anonymous
Wausau - Test - What is the district policy on making up snow days?
Jan 23
Office of the Superintendent
John Q. Linguist
Jesse
bus routes - How will bussing be impacted by redistricitng?
Jan 20
Transportation and Bus Routes
Jeff Masline
Celia Anderson
Bus - When does my child's bus arrive?
Jan 19
Anderson Middle School
Celia Anderson
Celia Anderson
Nice work! - Good job on the thing.
Jan 18
Anderson Middle School
Celia Anderson
Christine
great job - Thanks for all the hard work
Jan 13
Krut High School
Melissa Krut
Paul
Test - Test
Jan 13
Counselor
Jeff Masline
Nadeem
Test - Test
Jan 13
Benefits
Eric Beltran (Recor...
Christine
Reading List - I am not happy with the titles selected on the summer reading list for 6th grad...
Jan 12
Krut High School
Melissa Krut
Celia Anderson
autobus - ¿Podrías ayudarme a averiguar qué autobús mi hijo monta?
Jan 12
Anderson Middle School
Celia Anderson
c
autobus - No sé qué autobús mi hijo monta. Por favor ayuda.
Jan 12
Anderson Middle School
Celia Anderson
Anonymous
autobus - No sé qué autobús mi hijo monta. Por favor ayuda.
Jan 12
Anderson Middle School
Celia Anderson
Anonymous
autobus - No sé qué autobús mi hijo monta. Por favor ayuda.
Jan 12
Anderson Middle School
Celia Anderson
Tory Schulte
lost iphone - My daughter left her iphone 6s on the bus this morning. Was it turned in. How ...
Jan 12
Carrier Elementary School
Lynn Carrier Fersh
Section2Basketball
Game Highlights from last night"s Boys" Varsity game between@SCSchools vs @ShenHoop...
Jan 11
Anderson Middle School
Celia Anderson
Suhail Farooqui
Bus Stops - Will this change bus stops for sped kids?
Jan 10
Transportation and Bus Routes
Celia Anderson
Eric Beltran
Test - test
Jan 10
Beltran Elementary School & ...
Me
Andrew Shaw
Inconvenient Bus Stop - My daughter's Bus (#1121) stops at a location that is inconvenient to ...
Jan 10
Bus Routes
Jesse Leib



Comparison

[Report data is updated nightly at midnight your local time.]

INTEREST AREA CATEGORIES	AGE (DAYS) ▲	FEEDBACK (1-10)	TOTAL	PAST DUE
Schools	3.8	9.1	1,224	5
Budget	4.3	9.3	12	0
Social	5.9	9	183	0
Parents	6.1	6.7	42	2
Wilk Staff	9.5		2	0
District Average	10.6	9	2,628	11
Students	11.6		3	0
EMERGENCY 101	12	10	18	0
Bond Campaign & Capital Projects	12.3	9.7	56	1
Principal	15.2	4	24	0
Central Office Departments	18.8	8.8	663	2
For Teachers and Staff	19.2	9	62	0
Hot Topics	19.2	9.2	194	0
2015-2016 Budget Information	22.6		9	0
Teachers and Staff	23.3	8.5	37	0
Back to School	35.7	9.3	19	1
Student Safety	44.2	8.8	24	0



37. Provide the following advisory service:

Fulfilled as Stated

a. Plan for a phased implementation of software to eventually be the core backbone of two-way dialogue for all stakeholders across all departments and schools in the district. Milestones and payment timetables.

b. Direction on topics to be included in various phases

c. Setting of targets for key performance indicators

Phase 1: District offices and targeted stakeholders

- KPI: Establish district expectations for response time, integration into existing communication channels (website, social media, email, etc.), implementation fidelity, and defined milestones for success (near- and long-term)

Phase 2: Additional district offices, selected pilot school sites, and additional stakeholders

- KPI: Establish district expectations for response time, feedback score, and volume of dialogues; use of school and department landing pages; use of the Let's Talk! campaign manager; and further integration into existing communication channels (website, social media, email, etc.); assess implementation fidelity; and evaluate milestones defined in Phase 1

Phase 3: Broaden to all school sites, district offices, and all stakeholder groups.

- KPI: Establish district expectations for number of dialogues, average response time, and feedback score

38. Provide training as follows:

a. Administrator training for full set up and subsequent modifications to software.

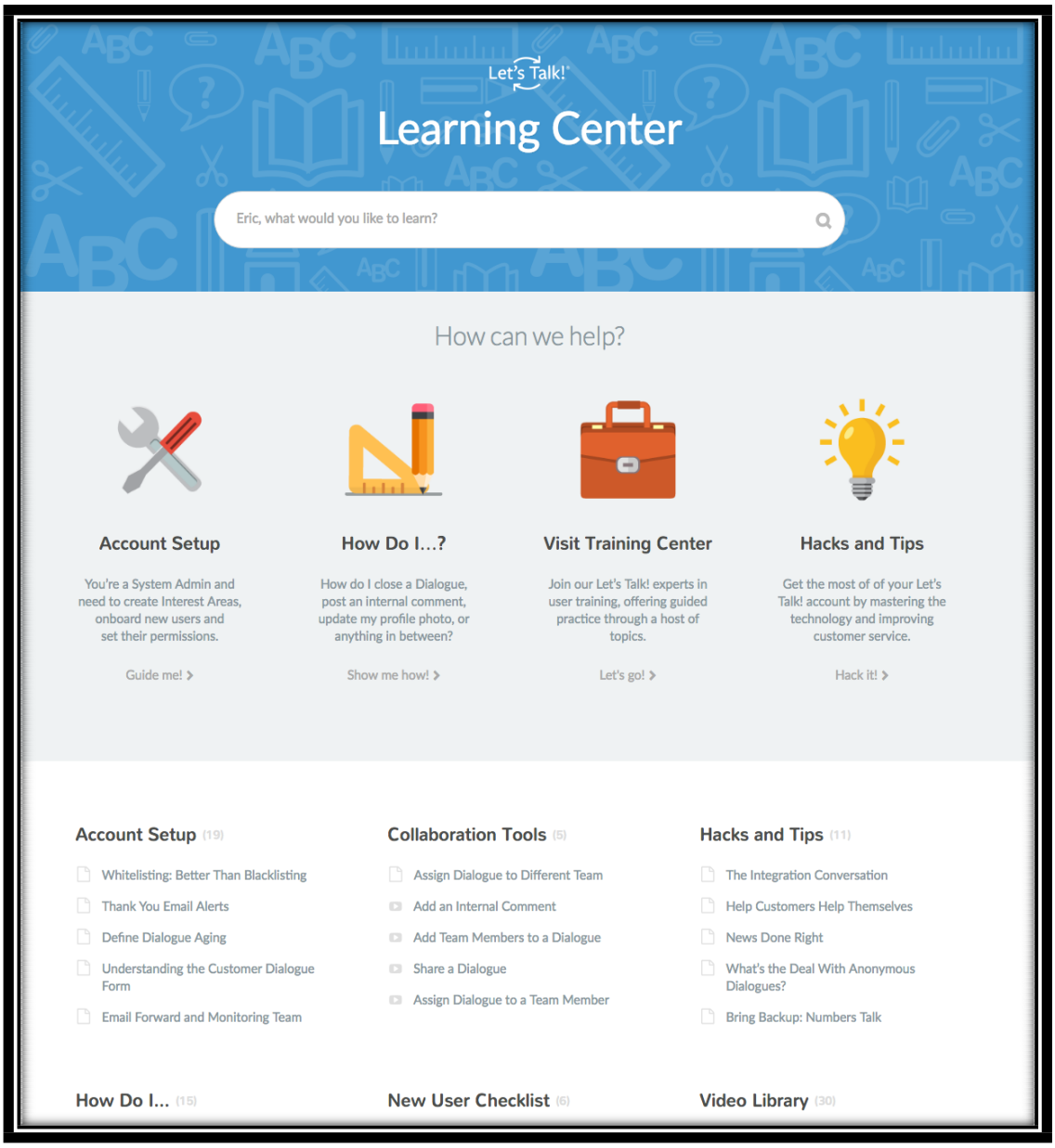
b. End-user training for staff to be able to use software.

c. Training for staff in best practices in customer service and stakeholder engagement to ensure high customer satisfaction.

Fulfilled as Stated

A K12 *Insight* strategic account executive will work with school district leaders to coordinate Let's Talk! user training sessions. For a more expansive rollout, K12 *Insight* provides a handful of

training dates. After each training, the district receives training videos, user guides, and ongoing support as needed. K12 *Insight* offers both a self-service learning center for user training, support articles, and videos, as well as biweekly virtual trainings for any Let's Talk! user.



39. Provide following benchmarking data:

a. Number of stakeholder feedback in similar-sized school system.

b. Average time to respond to stakeholder feedback in similar-sized school system.

c. Average stakeholder satisfaction score in similar-sized school system.

Fulfilled as Stated

Survey Module: Engage

K12 *Insight*'s Engage survey platform allows users to centralize and coordinate survey activities. It provides professional-grade survey logic and formatting features; multiple modes of distribution, including text and social media; and a host of analytic tools that enable users to create reports and save templates.

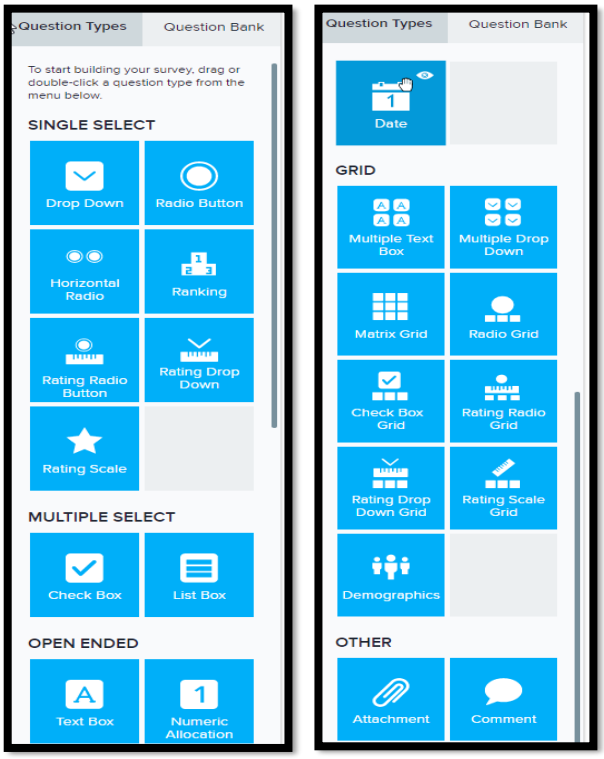
40. Provide school district access to online survey software technology that has all of the following (should be able to provide unique, secure access/login ID and password for each member of the district staff):

Fulfilled as Stated

a. Ability to program surveys that can simultaneously be deployed in English and additional languages as required by the district.

The K12 *Insight* Engage 13.0 online survey platform offers the tools to design, deploy, and distribute surveys in multiple languages via the web, social media, and printed materials, as needed.

b. Support for a wide variety of question and response formats. Supported question formats should include: Likert Scales, Semantic Differential, Rating Scale, Ranking, Multiple Selection, and Open Response.



Ability to send email invitations, generate custom passwords (such as student ID or random codes) for each participant, post surveys directly on Social Media sites such as Twitter and Facebook, etc.

Fulfilled as Stated

c. Ability of technology platform to import data from surveys administered by phone and paper.

Fulfilled as Stated

d. Ability to ensure control over ballot box stuffing by ensuring each respondent is limit to only one response.

Fulfilled as Stated

e. Ability to send reminders via email to non-participants only.

Fulfilled as Stated

f. Ability to allow a participant to invite others who they think might be interested in the survey, while ensuring that each email address receives no more than one invitation.

Fulfilled as Stated

g. Demonstrated and documented ability to support simultaneous participation of as many survey participants as there are students enrolled in the district.

Fulfilled as Stated

h. Ability to view real-time participation rate of parents, students, teachers, and staff for each individual school site.

Fulfilled as Stated

i. Ability to share real-time site-level participation rate reports with site administrators via a secure link sent by email.

Fulfilled as Stated

j. Ability to automatically send email to survey participants upon receiving their response with note of thanks or other follow-up information.

Fulfilled as Stated

k. Ability for administrators to access the secure online survey system to view their reports in real-time.

Fulfilled as Stated

l. Technical support for survey participants who may experience difficulty accessing or completing their survey online.

Fulfilled as Stated

m. Ability to anonymize survey participation so respondents' identity may not be linked to their response.

Fulfilled as Stated

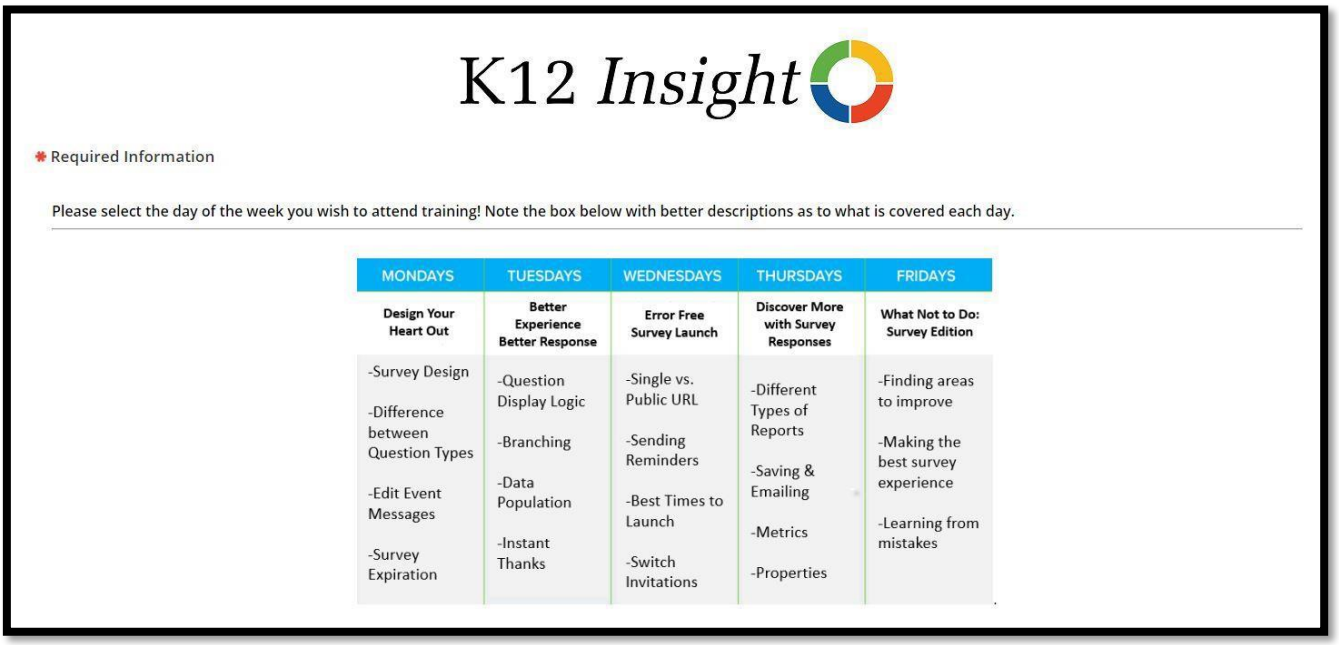
n. Ability to load background data for segmentation and deeper analysis.

Fulfilled as Stated

Provide training and technical support to all district staff in the use of online survey software technology described in the previous bullet to support individual survey initiatives at site and classroom level.

Fulfilled as Stated

K12 *Insight* offers both online and in-person training for district staff members. Engage online trainings are offered daily, Monday through Friday. The topics are listed in the table below.



K12 Insight

* Required Information

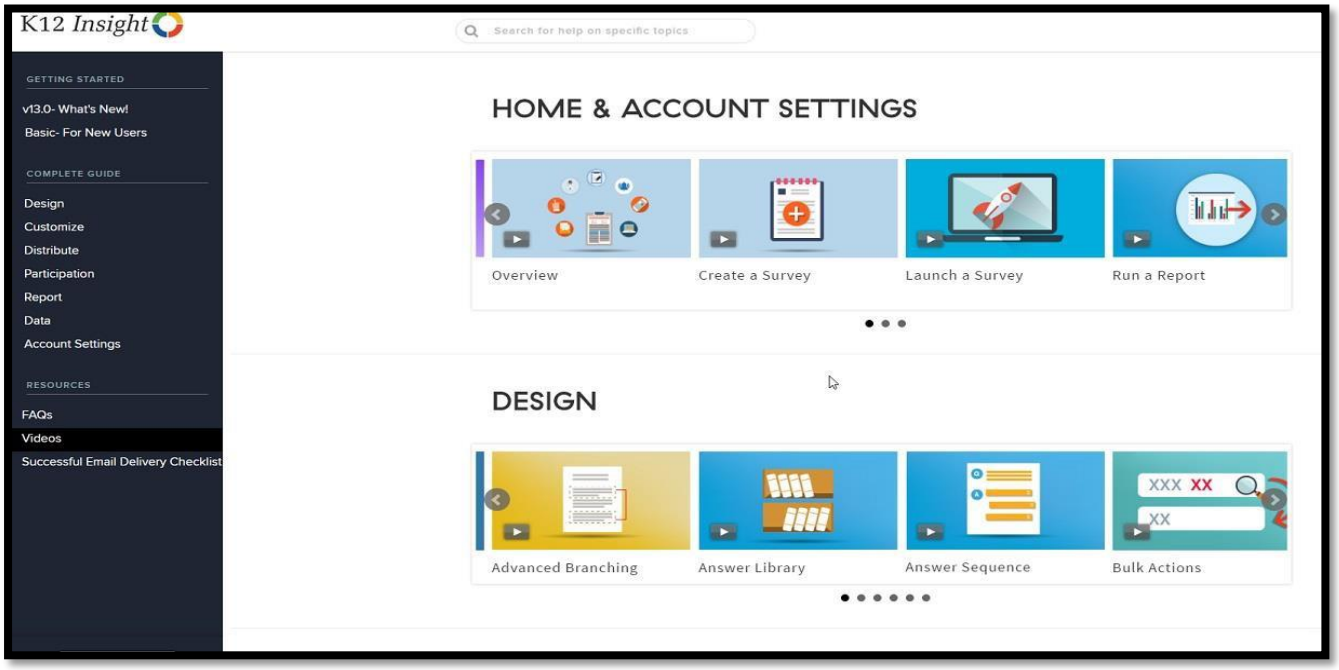
Please select the day of the week you wish to attend training! Note the box below with better descriptions as to what is covered each day.

MONDAYS	TUESDAYS	WEDNESDAYS	THURSDAYS	FRIDAYS
Design Your Heart Out	**Better Experience Better Response**	**Error Free Survey Launch**	**Discover More with Survey Responses**	**What Not to Do: Survey Edition**
-Survey Design -Difference between Question Types -Edit Event Messages -Survey Expiration	-Question Display Logic -Branching -Data Population -Instant Thanks	-Single vs. Public URL -Sending Reminders -Best Times to Launch -Switch Invitations	-Different Types of Reports -Saving & Emailing -Metrics -Properties	-Finding areas to improve -Making the best survey experience -Learning from mistakes

In-person workshops are coordinated and scheduled based on the school district's needs. Your assigned strategic account executive will discuss and outline workshop design, topics, and onsite logistics. K12 *Insight* has conducted onsite workshops for school guidance staff members, as well as district users.

Both online and in-person workshops are customized based on the experience and desired outcomes of participants. Consultation for training needs are scheduled in advance to meet the district's needs and identify goals and desired outcomes.

K12 *Insight* offers self-paced online modules in the Engage platform. Materials include topic- specific how-to guides, step-by-step instructions with pictures, training videos, and answers to frequently asked questions.


K12 Insight
Search for help on specific topics
GETTING STARTED
v13.0- What's New!
Basic- For New Users
COMPLETE GUIDE
Design
Customize
Distribute
Participation
Report
Data
Account Settings
RESOURCES
FAQs
Videos
Successful Email Delivery Checklist
HOME & ACCOUNT SETTINGS
Overview
Create a Survey
Launch a Survey
Run a Report
DESIGN
Advanced Branching
Answer Library
Answer Sequence
Bulk Actions

41. Service should generate reports that meet the following specification:

Fulfilled as Stated

Reporting Requirements	Engage Survey Software	Note
Overall reports summarizing data in tables and charts. Key reports should include:	✓	
i. Frequency Tables	✓	# and %
ii. Pivot Tables	✓	# and %
iii. Descriptive Statistics (Mean, Median, Mode, Standard Deviation, Variance)	✓	Weighted survey items only
iv. Graphs (Pie, Bar, Area)	✓	
v. Verbatim reports of written responses	✓	
b. Ability to merge answer options for aggregated summaries.	✓	
c. Reports segmented by school site.	✓	
d. Reports showing data segmented by important subgroupings of participants for study – such as free/reduced lunch status, participation in a program, grade level, etc.	✓	Filters are also available
e. Reports that show longitudinal trend for current plus up to three prior years.	✓	Limited to four years
f. Reports that show comparison of responses of various stakeholder groups such as teachers and staff, students, parents, and residents over multiple years (up to three years) – thus data from up to four surveys over three years should be loaded at once and tables and charts showing longitudinal and vertical comparisons should be produced.	✓	Items across years must match
g. Benchmarks on key areas of operations based on experience in working with other comparable school districts.	✓	Limited to benchmark survey catalog topics: ✓ School Quality ✓ Student Engagement ✓ Employee Engagement ✓ Family and School Partnerships ✓ Special Education Satisfaction
h. Ability to generate dimensional scores for clusters of questions belonging to one topic.	✓	
i. Ability to analyze data for possible ballot box stuffing when a common link is used to administer survey which allows a survey participant to complete the survey multiple times.	✓	

Advisory Service Module: Act

1. Expertise in the following TOPICS that require stakeholder participation and feedback:

Fulfilled as Stated: Some Client Experience Listed

a. Listening tour for school boards, superintendents, cabinet members, and principals.

- Fayette County Public Schools, Kentucky
- Fort Bend ISD, Texas
- Charlotte-Mecklenburg Schools, North Carolina
- Cincinnati Public Schools, Ohio

b. Constituent service for school boards

- Richmond Public Schools, Virginia

c. Provide support to review and/or develop a new strategic plan with grassroots participation among all stakeholder groups

- Albany County School District #1, Wyoming
- Alexandria City Public Schools, Virginia
- Chatham County Schools, North Carolina
- Duncanville ISD, Texas
- Poquoson City Public Schools, Virginia
- South Orangetown Central School District, New York
- Tuscaloosa City Schools, Alabama

d. Capital projects such as bonds, levies, and other tax measures

- Katy ISD, Texas
- Saline Area Schools, Michigan

e. Risks and opportunities in a digital transformation

- Foxborough Public Schools, Massachusetts
- Isle of Wight County Schools, Virginia
- Special School District of St. Louis County, Missouri
- Spring ISD, Texas

f. Market share and impact of school choice

- Fort Wayne Community Schools, Indiana
- Plymouth-Canton Community Schools, Michigan

g. Review and develop local, state and/or federal accountability measures and reporting

- Alief ISD, Texas
- Denton ISD, Texas
- Rowland Unified School District, California
- Stockton Unified School District, California

h. School climate and school safety (Conducted more than 32 climate studies in the 2015-2016 school year)

- Alief ISD, Texas
- Alvin ISD, Texas
- Blaine County District, Idaho
- Cedar Hill ISD, Texas
- Clover School District, South Carolina
- Duncanville ISD, Texas
- Gaston County Schools, North Carolina
- Grapevine-Colleyville ISD, Texas
- Iowa City Community School District, Iowa

i. Employee engagement to reduce absenteeism and retain highly engaged staff members (Conducted more than 20 employee engagement surveys in the 2015-2016 school year)

- Alvin ISD, Texas
- Blaine County District, Idaho
- Charlotte-Mecklenburg Schools, North Carolina
- Eau Claire Area School District, Wisconsin
- Fairfax County Public Schools, Virginia
- West Ada School District, Idaho

j. Student engagement - cognitive and social/emotional (Conducted more than 10 student engagement surveys in the 2015-2016 school year)

- Cedar Hill ISD, Texas
- Clover School District, South Carolina
- Fort Bend ISD, Texas
- La Habra City School District, California
- Santa Monica-Malibu Unified School District, California
- Waterford School District, Michigan

k. Boundary modification, bell schedule, school calendar, closing of school

- Charlotte-Mecklenburg Schools, North Carolina
- Eau Claire Area School District, Wisconsin
- Fayette County Public Schools, Kentucky
- New Paltz Central School District, New York
- Naperville Community Unit School District 203, Illinois
- Wayzata Public Schools, Minnesota

2. Expertise in the following ways of engaging stakeholders for feedback:

Fulfilled as Stated: Some Client Experience Described

a. Focus groups to help develop questionnaires that are informed by the concerns of stakeholders

- Conducted employee, parent, student, and community focus groups to inform the design

of school start time surveys, employee engagement surveys, and strategic planning surveys.

b. Focus groups to help understand the findings of surveys

- Presented survey results to stakeholder groups to design action steps for strategic planning, employee engagement, school climate, and student engagement.

c. Facilitate collaborative stakeholder workshops to craft potential designs and solutions

- Conducted workshops (school board, employees, district leadership, parents) to gather feedback to create action plans, dashboards, and school improvement steps.

d. Consolidating multiple surveys into a set of well-planned comprehensive surveys to reduce over-surveying and survey fatigue and developing a survey calendar.

- Combined federally required Title I survey into school climate survey and developed annual outreach survey calendars for all Engage clients. More than 100 calendars were designed for the 2015-2016 school year.

e. Design surveys that are free of K12 jargon and, where necessary, help non-educators understand complexity of issues before indicating their preferences

- Conducted student focus groups to design, develop and review survey content and test for construct validity.

3. Experience designing surveys for the following stakeholder groups:

Fulfilled as Stated

Number of survey administrations for the 2015-2016 school year in parentheses

a. Parents of children attending pre-K–12 grade (33)

b. Parents of children who do not attend their local public schools (44)

c. Parents of children who have recently opted out of local public schools (5)

d. Parents who send their children to a school outside their local school zone (Unknown)

e. Residents who do not have children of school age (Unknown)

f. Teachers and staff (classified and non-classified) (63)

g. District administrators (37)

h. Students (23)

i. Alumni (8)

j. Business leaders (Multiple)

k. Leaders of community-based/civic organizations in the district (Multiple)

l. School Board members (Multiple)

m.

4. Communications preceding deployment of surveys in the following specific ways:

Fulfilled as Stated

   a. Press releases to local and regional media
   b. Op-ed in local and regional media
   c. Letters to parents, teachers and staff, students, alumni
   d. Scripts for all-call systems

5. Expertise in reporting survey findings to stakeholders. This includes press releases to local and regional media and district website

   a. Op-eds in local and regional media
   b. Letters to parents, teachers and staff, students, alumni
   c. Focus group sessions of teachers, staff, parents, non-parent residents

6. Conducting surveys through multiple modes to ensure every stakeholder has an opportunity to participate and provide feedback (by paper and pencil, phone, and through online deployment)

Fulfilled as Stated

   a. Conducted three phone surveys and multiple paper surveys during the 2015-2016 school year. More than 14,000 paper survey responses were included in survey findings during the 2015-2016 school year.

7. Helping the schools maximize participation rates. This includes enabling traditionally under-represented groups to participate in surveys by leveraging community and civic organizations that work with such groups.

   a. Conducted more than 20 community forums throughout the Fayette County Public Schools community to gather input on new leadership and opportunities to improve the school district. Forums included community leaders, such as the Chamber of Commerce, City Council and Mayor, local faith-community groups, representatives from the University of Kentucky, leadership from the local PTA, equity committee, NAACP, and student groups. Promoted participation for the online and paper surveys using local community members.

8. Expertise in helping district leaders analyze and interpret findings and implement any changes in light of survey findings consistent with district's strategic plan and other priorities

   a. Conducted more than 30 Making Feedback Matter workshops during the 2015-2016 school year on topics such as school quality, student engagement, and employee engagement.

Tab 5: References

District Name: Eau Claire Area School District
Contact Name and Title: Dr. Mary Ann Hardebeck, Superintendent
City and State: Eau Claire, Wisconsin
Phone Number: 715-852-3002
Years Serviced: 2013–Present
Description of Services: Comprehensive feedback and stakeholder engagement solution (Engage and Act)
Annual Volume: During our four-year partnership, we have conducted numerous surveys, focus groups, and board presentations in ECASD. Topics include student engagement, employee engagement, school climate, school calendar, and a community-wide listening survey.

District Name: Wake County Public School System
Contact Name and Title: Tim Simmons, Public Information Officer
City and State: Cary, North Carolina
Phone Number: 919-533-7095
Years Serviced: 2015–Present
Description of Services: Comprehensive feedback, customer service, and stakeholder engagement solution (Let's Talk!, Engage, and Act)
Annual Volume: Launched Let's Talk! and conducted a series of customer service focus groups and workshops.

District Name: Wilson Public Schools
Contact Name and Title: Donna Wright, Director of Schools (Superintendent)
City and State: Lebanon, Tennessee
Phone Number: 919-533-7095
Years Serviced: 2016–Present
Description of Services: Comprehensive feedback, customer service, and stakeholder engagement solution (Let's Talk!, Engage, and Act)
Annual Volume: Launched Let's Talk! and is developing a community-wide feedback strategy, including a communication audit. A school quality survey and outreach audit are part of the comprehensive engagement plan.

District Name: Lamar Consolidated ISD
Contact Name and Title: Mike Rockwood, Executive Director of Community Relations
City and State: Rosenberg, Texas
Phone Number: 832-223-0330
Years Serviced: 2013–Present
Description of Services: Comprehensive feedback, customer service, and stakeholder engagement solution (Let's Talk!, Engage, and Act)
Annual Volume: During our four-year partnership, we have conducted numerous surveys, focus groups, and board presentations, and we have launched Let's Talk! Survey topics include teacher recruitment and retention, employee engagement, and campus climate. We have also conducted program surveys (Title I, Gifted and Talented) and senior exit surveys.

District Name: Keller ISD
Contact Name and Title: Shelli Johnson, Communications Director
City and State: Keller, Texas
Phone Number: 817-744-1021
Years Serviced: 2013–Present
Description of Services: Comprehensive feedback, customer service, and stakeholder engagement solution (Let's Talk!, Engage, and Act)
Annual Volume: During our four-year partnership, we have conducted numerous surveys, focus groups, and board presentations, and we have launched Let's Talk!. Projects include teacher recruitment and retention, new hire and employee exit surveys, curriculum and instruction focus groups, early education (PreK) study, and several climate studies.

District Name: Tuscaloosa City Schools
Contact Name and Title: Lesley Bruinton, Director of Community Engagement
City and State: Tuscaloosa, Alabama
Phone Number: 205-753-3549
Years Serviced: 2013–Present
Description of Services: Comprehensive feedback, customer service, and stakeholder engagement solution (Let's Talk!, Engage, and Act)
Annual Volume: During our four-year partnership, we have conducted numerous surveys, focus groups, program evaluations, and literature reviews, as well as supporting their strategic planning process and launching Let's Talk!. Survey topics include communication, strategic planning, school quality, employee engagement, school leadership effectiveness,

and attendance.

District Name: Manassas City Public Schools
Contact Name and Title: Dr. Cathy Magouryk, Superintendent
City and State: Manassas, Virginia
Phone Number: 571-377-6008
Years Serviced: 2015–Present
Description of Services: Comprehensive feedback, customer service, strategic planning, program evaluation, and stakeholder engagement solution (Let's Talk!, Engage, and Act)
Annual Volume: During our two-year partnership, we have conducted numerous surveys, focus groups, and board presentations, and we have launched Let's Talk!. Projects include school guidance counselor's professional development needs assessment, employee engagement survey, focus groups and data workshops with school and district staff, and a student post-service satisfaction survey.

District Name: Wayzata Public Schools
Contact Name and Title: Dr. Stacey Lackner, Director of Research and Evaluation
City and State: Wayzata, Minnesota
Phone Number: 763-745-5000
Years Serviced: 2011–Present
Description of Services: Comprehensive feedback and stakeholder engagement solution (Engage and Act)
Annual Volume: During our six-year partnership, we have conducted numerous surveys, focus groups, and board presentations. Projects include technology transformation, employee engagement, school climate, and several program-specific surveys.

District Name: Fort Wayne Community Schools
Contact Name and Title: Dr. Wendy Robinson, Superintendent
City and State: Fort Wayne, Indiana
Phone Number: 763-745-5000
Years Serviced: 2011–Present
Description of Services: Comprehensive feedback and stakeholder engagement solution (Let's Talk!, Engage, and Act)
Annual Volume: During our six-year partnership, we have conducted numerous surveys and focus groups, launched Let's Talk!, and held workshops with the school board and district

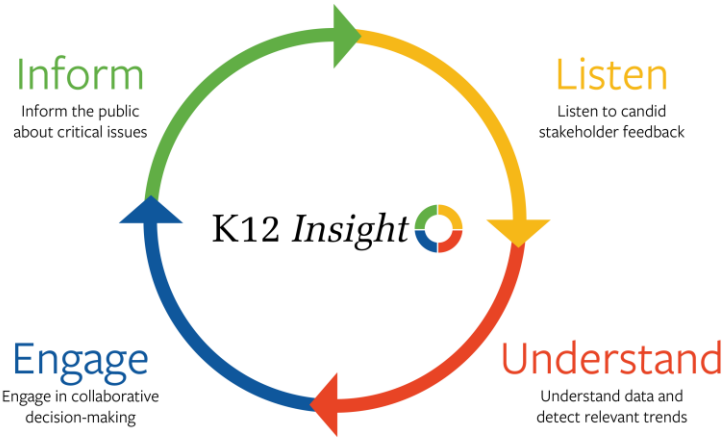
leaders. Topics include school climate, teacher evaluation, principal evaluation, students' future plans, and local accountability (balanced scorecard).

District Name: Stockton Unified School District
Contact Name and Title: Dianne Barth-Feist, Communications Director
City and State: Stockton, California
Phone Number: 209-933-7025
Years Serviced: 2012–Present
Description of Services: Comprehensive feedback and stakeholder engagement solution (Let's Talk!, Engage, and Act)
Annual Volume: Our work with Stockton USD involves the Local Control and Accountability Plan (LCAP). Topics include safety and security, family and school partnerships, school quality, and budgets.

Tab 6: Pricing and Standard Agreement Form

Service	Price
Fully Managed Customized Survey Study, Reports, and Awareness and Promotion Communication Campaign	$16,000 per survey
Additional Respondent Groups	$2,500 per additional respondent group
Additional Standard System Reports	$100 per standard report
Additional Customized Reports	$300 per customized report
Language Translation (1 language translation is included in each survey study)	$900 per language
Focus Group Facilitation (2 facilitators and up to 3 sessions per day)	$2,000 per focus group
Focus Group Facilitator Training	$2,000 per training
On-site Meeting	$1,500 per meeting
Customer Service or Making Feedback Matter Workshop (2 facilitators and up to 3 sessions per day)	$3,000 per workshop
Additional Verbatim Theme Analysis	$100 per hour
Data Entry for Paper Surveys	$50 per hour
Advisory Services	$125 per hour
Board and/or Leadership Presentation	$2,000 per presentation
Let's Talk! Subscription (Includes online training and support)	$2.50 per student + $1,500 initial set up fee
Let's Talk! On-site Training	$3,000 per workshop
Engagement Plan, Calendar, Reports, Survey of Surveyors, and Communication Consultation	$15,000 per year

K-12 SOLUTIONS FOR FEEDBACK, CUSTOMER SERVICE AND STAKEHOLDER ENGAGEMENT



Let's Talk!

K12 *Insight*, LLC

2291 Wood Oak Drive, Suite 300
Herndon, VA 20171

NAME OF SAE, Strategic Account Executive
Tel: 703-542-9600
Fax: 703-935-1403
EMAIL OF SAE@k12insight.com
www.k12insight.com

DISTRICT INFORMATION			
Name			
Address			
City, State Zip			
Proposal Date		**Student Enrollment**	

DATES AND TERM OF INITIAL CONTRACT			
Term	**Start Date**	**End Date**	**Total**
Year 1			
Year 2			
Year 3			

The pricing and terms in this proposal are valid for 30 days from proposal date.

STAKEHOLDER ENGAGEMENT & LET'S TALK! SERVICES	COST
☒ **ENGAGEMENT BLUEPRINT PLAN, CALENDAR AND COMMUNICATION LANDSCAPE** A K12 *Insight* Service Delivery team will work with your district leadership to identify key topics and initiatives to develop and implement an engagement plan and strategy for the school year. The Engagement Blueprint Plan will include projects, timelines, stakeholder groups, deliverables and metrics to gauge overall impact. Includes one on-site planning session, monthly status reports, mid-year traction report and an end-of-year report for all **outreach initiatives and studies identified in your Engagement Blueprint Plan.** To help school districts tell their story in an effective way, K12 *Insight* offers a **communications landscape**. In an in-depth interview, our communications team will probe how the district communicates with each of its stakeholder groups, how it shares information, its community profile and common obstacles to engagement. Using that information along with additional research, our team will develop strategic communication recommendations, such as how to use existing and new communication channels, how to leverage key community stakeholders, and how to present information in a clear, dynamic way. The district will receive an easy-to-follow plan with concrete steps to improving communication.	$15,000

STAKEHOLDER ENGAGEMENT & LET'S TALK! SERVICES	COST
☒ **CATALOG OF STUDIES SURVEY OR CUSTOMIZED STUDY AND REPORTS**	
A K12 *Insight* Service Delivery team will work with your district leadership to identify study goals, topics and reporting requirements to develop and implement a customized study or a study from our catalog of surveys. Each study includes **one respondent group**, **one language translation** and a **presentation-ready district report**. **Verbatim theme analysis is included for one open-response question**. Regular phone-based sessions (typically every 2-3 weeks) with your team are also included. **Custom Survey Topic:** **TBD** **Customized Survey Design and Administration**: The customized study will be developed through a Joint Questionnaire Development (JQD) process. To ensure a high response rate, pre- and post-survey communications are included in the study. **Catalog of Studies Survey Selection:** **TBD** • Student Engagement Survey • Employee Engagement Survey • School Climate (Parents/Teachers/Students) Survey • Professional Development Needs Assessment • Family and Schools Partnership Survey • Special Education Program Survey • Federal Program Survey Awareness and Communication Campaigns are included in each study.	Base Price $16,000 per study
☒ **FOCUS GROUP STUDY** A K12 *Insight* Service Delivery team will work with your district leadership to identify study goals, topics and a participant selection strategy to develop and implement a focus group study. Each study includes: • A protocol for each participant group • Participant recruitment and selection • On-site facilitation (2 facilitators) for up to 3 sessions per day • Data analysis and summary report • Awareness and communications campaigns • Regular phone-based planning sessions with your team **Focus Group Topic:** **TBD** Focus group sessions are not to exceed 15 participants and/or 90 minutes each.	Base Price $2,000 per session + travel (minimum 2 sessions)

☒	**SUBSCRIPTION TO ENGAGE PLATFORM**	
	Three user subscription access licenses to the K12 *Insight* Engage platform to create and launch surveys, run reports and analytics, collaborate with other users, and download and archive data. The Engage platform contains a survey bank with nearly 100 survey templates. Engage is comprised of a set of tools: Survey Manager, Distribution Manager, Report Manager and Data Manager. The Engage platform also includes subscription to the YourVoice tool to publish a video and written message, along with current, past and future surveys and engagement initiatives on a district website to create a persistent narrative of transparency and collaborative decision-making. The Engage software integrates seamlessly with Facebook and Twitter, as well as email. The subscription includes continuous and ongoing phone and online support via a dedicated Engage customer service team and access to dedicated engagement specialists to assist in survey platform management and implementation.	$7,500

STAKEHOLDER ENGAGEMENT & LET'S TALK! SERVICES	COST
☒ **SUBSCRIPTION TO LET'S TALK! PLATFORM** Software platform to serve as a single, centralized, secure cloud-based repository of all incoming questions, comments, concerns, suggestions and compliments by any stakeholder in the District. Includes mobile app and customization of Let's Talk! platform to automatically assign ownership of all dialogues from multiple channels and issue alerts to administrators. Administrators will be able to access the Let's Talk! system using a secure login ID and password, allowing them to collaborate with each other and respond to incoming dialogue. Let's Talk! offers software customization in multiple languages.	$2.50 per student + $1,500 one-time set-up fee
ONLINE TRAINING AND SUPPORT Continuous and ongoing support via a dedicated Let's Talk! customer service team and access to dedicated engagement specialists to assist in feedback management and implementation.	Included
AWARENESS AND COMMUNICATION CAMPAIGNS K12 *Insight* provides pre- and post-project communication to drive stakeholders to participate in surveys, use Let's Talk! and know their voice is being heard. For each project, this includes drafting letters to parents (1) and staff (1), website blurb (1) and newsletter blurb (1), all-call phone script (1), posters/flyers/postcards (1 each per year), FAQ about Let's Talk! (1), text messages, and social media posts as needed to promote engagement via surveys and/or Let's Talk! to stakeholders.	Included

☒ **OPTIONAL AWARENESS AND COMMUNICATIONS CAMPAIGNS** K12 *Insight's* Communication and Design Teams can provide the following list of additional materials to augment and support the district's engagement efforts. • Video scripts • Posters/flyers/postcards • Blog/op-ed (up to three) • Press release (up to two) • Executive summary of completed project • Research narrative	$5,000 (Included for clients with contracts of $25,000 or more)

STAKEHOLDER ENGAGEMENT & LET'S TALK! SERVICES	COST
☒ **ACT: ADVISORY SERVICES** K12 *Insight*'s Research Team has expertise in survey methodology and design, data analytics and data visualization. The research team has a wide range of in-depth content knowledge and school district experience. Advisory services includes consultations on survey design and content, report development, data analysis, interpretation of results and post-survey recommendations. Advisory services also includes recommendations for survey deployment strategies and best practices to integrate with social media.	$125 per hour
☒ **PROGRAM EVALUATION SERVICES SUBSCRIPTION** Research services specializing in the evaluation of both instructional and non-instructional programs that result in actionable findings. Our evaluation methods engage both internal and external stakeholders in order to build trust among those individuals (staff, students, parents, etc.) affected by the program being evaluated. Subscription includes up to 2 planning sessions and a detailed evaluation study design for up to 5 evaluation studies per year. Also includes a subscription to the Engage platform ($7,500 value). Comprehensive evaluation services are also available at cost (depending on the scope of the work) and include qualitative and/or quantitative data collection and analysis, findings and recommendations in both a comprehensive and summary report.	TBD (Minimum $10,000)
TOTAL COST FOR STAKEHOLDER ENGAGEMENT & LET'S TALK! SERVICES	**$XXX,XXX**

YEAR ONE SERVICES: 00/00/2016 to 00/00/2017

Managed Survey Study

Quantity	Service	Cost	Unit	Total Cost
0	Customized Survey Study, Reports, and Communication Campaign	$16,000	per study	$0
0	Additional Respondent Groups	$2,500	per group	$0
0	Additional System Reports	$100	per report	$0
0	Additional Custom Reports	$300	per report	$0
0	Additional Language Translation	$900	each language	$0
0	Optional Communication Campaign	$5,000	per year	$0
0	Additional Verbatim Theme Analysis	$100	per hour	$0
0	Data Entry for Paper Surveys	$50	per hour	$0
0	Advisory Services	$125	per hour	$0
TOTAL for Managed Study				$0

Focus Group Study

Quantity	Service	Cost	Unit	Total Cost
0	Focus Group Facilitation (minimum 2 sessions; up to 3 sessions per day)	$2,000	per session	$0
0	Focus Group Facilitator Training	$3,000	per day	$0
0	Travel Costs	~$1,000	per day	$0
TOTAL for Focus Group Study				$0

Let's Talk! Services

Quantity	Service	Cost	Unit	Total Cost
0	Subscription	$2.50 per student + $1,500	per year	$0
0	On-Site Training	$3,000	per day	$0
1	Training and Support	$0	Included	$0
TOTAL for Let's Talk! Services				$0

Engage Survey Softward Services

Quantity	Service	Cost	Unit	Total Cost
0	Subscription (Supports up to 3 users)	$7,500	per year	$0
0	Additional Users	$300	per user	$0
1	Training and Support	$0	Included	$0
TOTAL for Engage Lite Services				$0

Blueprint of Engagement and Survey Studies				
Quantity	**Service**	**Cost**	**Unit**	**Total Cost**
0	Survey Audit (Survey of Surveyors)	$5,500	per year	$0
0	Engagement Plan, Calendar, and Communication Landscape Review	$15,000	per year	$0
TOTAL for Special Projects				$0

Program Evaluation				
Quantity	**Service**	**Cost**	**Unit**	**Total Cost**
0	Evaluation Services Subscription	TBD	per study	$0
0	Subscription to Engage platform	$0	Included	$0
0	Comprehensive Evaluation Services	TBD	per study	$0
TOTAL for Program Evaluation				$0

DISTRICT BILLING CONTACT			
Name			
Title			
Email			
Phone		**Fax**	

ORDER CONFIRMATION
This Order Form is subject to and governed by the Terms and Condition of Use governing the services which may be accessed at the following URL: http://www.k12insight.com/terms. Customer hereby requests K12 *Insight* to provide the Services as described herein. Upon receipt of this Order Form completed and duly signed by an authorized representative of Customer, K12 *Insight* will execute the requested Services. This instrument has been pre-audited in the manner required by all applicable state and local laws.

AUTHORIZED SIGNATURES			
Executed for and on behalf of the District by:			
District Signature			
Name		**Date**	
Title		**Email**	
Phone		**Fax**	
For and on behalf of K12 *Insight* LLC, a Division of Zarca Interactive, by:			
K12 *Insight* Signature			
Name		**Date**	
Title			

K12 *INSIGHT* INTERNAL USE ONLY					
Prepared	00/00/2017	**Reviewed**	00/00/2017	**Approved**	00/00/2017

Not to Exceed Pricing

- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation. Vendor must allow for lower pricing to be available.

K12 *Insight* agrees to not exceed pricing as stated.

Tab 7: Value Add

Value Add #1: Strategic Planning

K12 *Insight* provides districts with strategic planning services that include a combination of our services and products. Each district receives a customized plan to gather feedback from stakeholder groups across the community, and to conduct workshops with district leaders, the school board, and identified strategic plan committees. Our team designs the strategic plan framework, drafts the language, and creates a final strategic plan with the guidance and approval of the school district.

K12 *Insight* strategic planning services are broken down into three phases:

1. Phase 1: Gather information and feedback through focus groups, workshops, document review, and community strategic planning survey.
2. Phase 2: Design and develop the strategic plan using goals, strategies, action plans and metrics identified during strategic planning committee workshops.
3. Phase 3: Adopt, implement, and monitor the strategic plan by finalizing the language and design, and mapping out key performance indicators over the life of the plan (typically 3-5 years).

Costs: Strategic planning services costs vary based on the products and services required by the school district. Price range: $30,000 to $75,000

Sample Clients:

- Albany County School District #1, Wyoming
- Alexandria City Public Schools, Virginia
- Chatham County Schools, North Carolina
- South Orangetown Central School District, New York
- Manassas City Public Schools, Virginia
- Spring ISD, Texas
- Tuscaloosa City Schools, Alabama

Value Add #2: Communication Services

During a consult with one of our communication experts, K12 *Insight* will explore how districts engage with their community, and draft an action plan, including recommended communications, outreach strategies, and engagement opportunities.

Our communications team will help districts build awareness about their engagement projects before they launch, as well as share what they learn with their community. Our communication pieces are designed to meet the communication needs of any district, with two levels. The first tier includes basic communications (letters/emails, news items, FAQs, phone scripts, social media posts, infographics, etc.) The second tier includes designed promotional materials and comprehensive pieces that tell the district's story in greater detail (posters, flyers, postcards, press releases, executive summaries, blog posts, etc.).

K12 *Insight* will review your current practices to ensure that critical — and correct — information reaches your community members. A member of our client communications team will conduct in-depth interviews with district leadership, and craft a communication plan designed to meet your short- and long-term goals.

Costs: Communication services are included at no additional cost in bundled services of $25,000 or more. Basic communication services (letters/emails, website news items, FAQs, social media posts, phone scripts, infographics, etc.) are included in contracts less than $25,000, and the additional promotional materials (posters, flyers, postcards, press releases, executive summaries, etc.) are available for an additional charge of $5,000.

Sample Clients:

- Richmond Public Schools, Virginia
- Clover School District, South Carolina
- Salina Area Schools, Michigan
- Santa Ana Unified School District, California
- Santa Monica-Malibu Unified School District, California
- Spring ISD, Texas

Example Post-Survey Infographic on Employee Engagement

Value Add #3: Making Feedback Matter or Customer Service Workshops

K12 *Insight* complements our core feedback and stakeholder engagement solution with two professional development offerings: Making Feedback Matter (MFM) and customer service workshops. The MFM workshops are designed to delve deeply into survey results, identify areas that need attention, and determine how to incorporate action plans into school or district improvement efforts.

Customer service workshops complement our Let's Talk! solution. The workshop is designed to identify and implement best practices associated with customer interactions, in-person, in writing, over the phone or via body language. Districts that want to enhance the customer experience throughout the school district work with K12 *Insight* to design a customized workshop tied to district goals and professional development plans.

Costs: Workshops include two facilitators, handouts, and travel costs. Cost for each workshop is $3,000.

Sample Clients:

- Frederick County Public Schools, Virginia
- Santa Ana Unified School District, California

- Spring ISD, Texas
- Wake County Public School System, North Carolina

Value Add #4: YourVoice

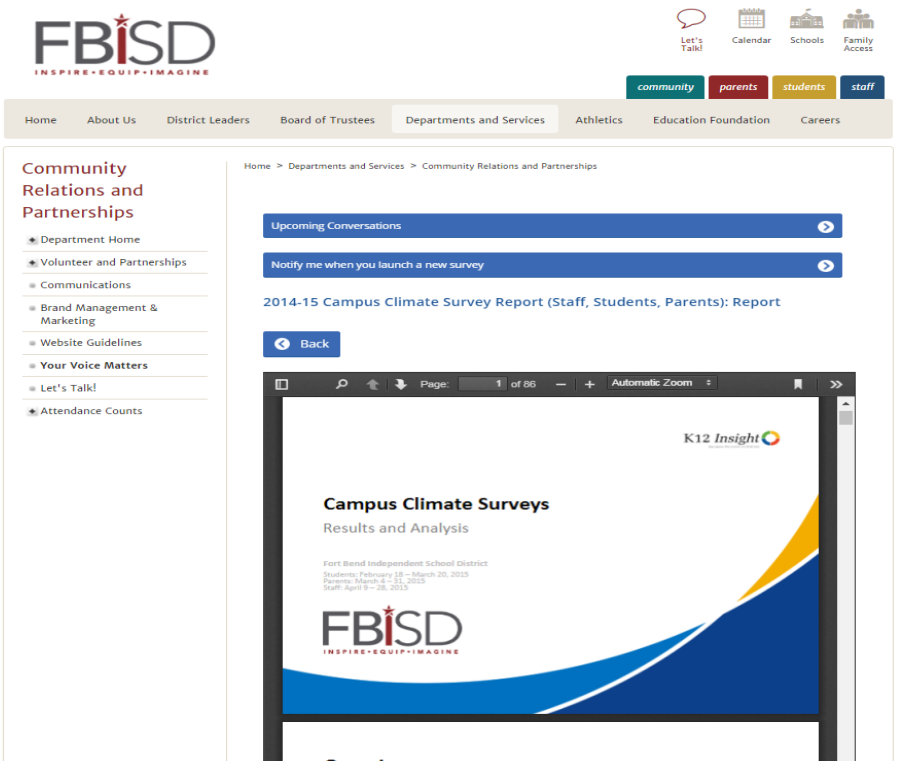
At K12 *Insight,* we believe closing the loop with survey participants and stakeholders is an essential component of building community trust. By communicating what the district learned and how that information will be used, survey participants feel they have been heard and that their feedback is valued. Our experience has also taught us that closing the loop increases survey participation over time. For these reasons, K12 *Insight* provides several ways to share survey findings.

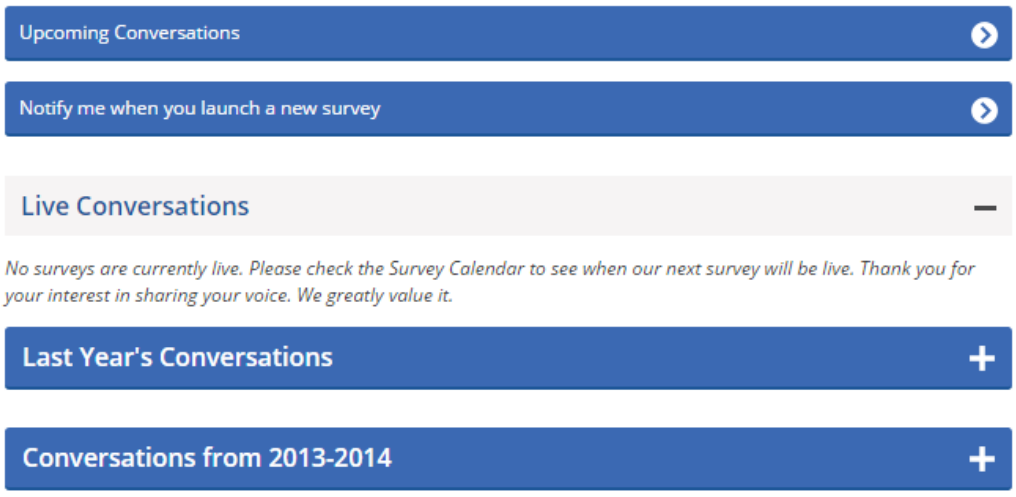
We offer a public portal page, YourVoice, for centralized access to and viewing of survey reports and findings. K12 *Insight*'s YourVoice web portal is a powerful, tangible way to tell a district's story, while building widespread stakeholder engagement and providing school districts an interactive space to host surveys, gather information, and share project results. All YourVoice content is hosted on K12 *Insight* servers. YourVoice uses an iFrame embed code and is placed within the district's website.

YourVoice includes a calendar of all upcoming surveys; sign-up forms to participate in upcoming surveys, as appropriate; and access to any live surveys. It also gives the superintendent an opportunity to share a video, image, and/or written message to share the survey's purpose and context, as well as how the feedback may be used. Having all community conversations in a central repository creates both transparency and accountability while helping school districts identify themes across survey studies and provide a more comprehensive picture of the division — its strengths, weaknesses, and gaps.

Costs: This is included in all managed survey agreements (Engage).

Example of Fort Bend ISD's YourVoice Portal





Tab 8: Additional Required Documents

Appendix H:

ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Clean Air and Water Act
DOC #2	Debarment Notice
DOC #3	Lobbying Certification
DOC #4	Contractors Requirements
DOC #5	Antitrust Certification Statement
DOC #6	Implementation HB 1295 (Certificate) of Interested Parties)
DOC #7	EDGAR Certifications
	FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:
DOC #8	Ownership Disclosure Form
DOC #9	Non-Collusion Affidavit
DOC #10	Affirmative Action Affidavit
DOC #11	Political Contribution Disclosure Form
DOC #12	Stockholder Disclosure Form

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

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

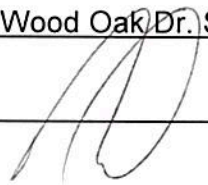
Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Zarca Interactive, Inc.

Title of Authorized Representative: Adam Dean

Mailing Address: 2291 Wood Oak Dr. Suite 300 Herndon, VA 20171

Signature: 

DOC #2

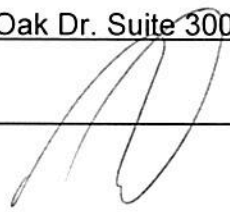
Debarment Notice

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: Zarca Interactive, Inc.

Title of Authorized Representative: Adam Dean

Mailing Address: 2291 Wood Oak Dr. Suite 300 Herndon, VA 20171

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 Offeror

1/25/17
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 Offeror

Date 1/25/17

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 Zarca Interactive, Inc.

Address 2291 Wood Oak Dr. Suite 300

Herndon, VA 20171

Phone 703-542-9600

Fax 703-935-1403

Offeror _____
Signature

Adam Dean
Printed Name

Vice President of Finance
Position with Company

Authorizing Official

_____
Signature

Dr. Stephan Knobloch
Printed Name

Chief Learning Officer
Position with Company

DOC # 6

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

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

DOC #7

EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with you proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

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

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? (YES) _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? (YES) _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? (YES) _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? (YES) _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? (YES) _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? (YES) _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? (YES) _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? (YES) _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C.
1352). The undersigned further certifies that:
(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an
officer or employee of congress, or an employee of a Member of Congress in connection with the awarding
of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(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 subrecipients shall certify and disclose accordingly.

Does Vendor agree? (YES) _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? (YES) _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? (YES) _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does Vendor agree? (YES) _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? (YES) _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

Does Vendor agree? (YES) _____ Initials of Authorized Representative of Vendor

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

Vendor's Name: Zarca Interactive, Inc.

Address, City, State, and Zip Code: 2291 Wood Oak Drive, Suite 300 Herndon, VA 20171

Phone Number: 703-542-9600 Fax Number: 703-935-1403

Printed Name and Title of Authorized Representative: Adam Dean, Vice President of Finance

Email Address: adean@k12insight.com

Signature of Authorized Representative: _____ Date: 1/25/17

DOC #8

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

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest

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

_____ _____

Date ***Authorized Signature and Title***

DOC #9

NON-COLLUSION AFFIDAVIT

Company Name:_____

Street:_____

City, State, Zip Code:_____

State of New Jersey

County of _____

*I,*_____*of the* _____
Name *City*

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

*I am the*_____*of the firm of* _____
Title *Company Name*

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

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

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this_____day of_____, 20

_____
Notary Public of _____
My commission expires_____, 20_____

SEAL

DOC #10

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____

OR

2. A photo copy of their Certificate of Employee Information Report _____

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

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

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

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

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

_____ _____

Date ***Authorized Signature and Title***

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

_____

Signature of Procurement Agent

DOC #11

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

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

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

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

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

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

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page____of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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

DOC #12

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this____day of _____, 2 .

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

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).

1/25/17
Date

VP of Finance
Authorized Signature & Title